

1 MICHAEL R. JOE, ESQ.
Nevada Bar No.: 10626
2 **LEGAL AID CENTER OF**
3 **SOUTHERN NEVADA, INC.**
725 E. Charleston Blvd.,
4 Las Vegas, Nevada 89104
Telephone: (702) 386-1070 x 1432
5 Facsimile: (702) 386-1439
mjoe@lacsnsn.org
6 *Attorney for Plaintiffs*

7 **UNITED STATES DISTRICT COURT**
8 **DISTRICT OF NEVADA**
9

10 MARIA TREJO DE ZAMORA and,
ISELA GOMEZ-DEHINES

Case No.: 2:12-cv-01357-MMD-CWH

11 Plaintiffs,

12
13 vs.

14 AUTO GALLERY, INC.

15 Defendant(s).

16 **PLAINTIFFS' BRIEF REQUESTED IN COURT'S ORDER OF APRIL 28, 2014, AND**
17 **MOTION FOR ATTORNEY'S FEES,**
18 **COSTS, AND PREJUDGMENT INTEREST.**

19 Plaintiffs, MARIA TREJO DE ZAMORA and ISELA GOMEZ-DEHINES, by and
20 through their counsel, Dan L. Wulz, Esq., and Michael R. Joe, Esq., of Legal Aid Center of
21 Southern Nevada, Inc., hereby file this brief as requested in the "Order Granting in Part and
22 Denying in Part Plaintiffs' Motion for Summary Judgment," filed April 28, 2014, and further
23 moves the Court pursuant to FRCP 54, NRS 41.600(3), NRCP 68 and NRS 17.115 for its Order
24 granting Plaintiffs attorney's fees, costs and prejudgment interest after partial summary
25 judgment.
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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

The Order filed April 28, 2014 found Defendant violated NRS §§ 97.185(1)(e) and 97.299(2)(d), committed consumer fraud by means of a deceptive trade practice under NRS §§ 41.600 and 598.0923(3), committed the tort of conversion, and was in breach of contract. As a result of Defendant's actions and failures to act, this Court requested supplemental briefing on the appropriate remedies, including attorney's fees and costs for the claims granted in Plaintiffs' favor.

II. FACTUAL BACKGROUND

As the Court found uncontested material facts in its Order of April 28, 2014, and for the sake of brevity, Plaintiffs will not restate those facts here.

III. ARGUMENT

A. APPLICABILITY OF NAC 97.120

In its Order of April 28, 2014, the Court gave Plaintiffs and Defendant 30 days from entry of the Order to respond to the Court's stated belief that NAC 97.120 applied to the transaction. Plaintiffs believe the Court is correct that NAC 97.120 applied.

B. APPROPRIATE REMEDIES FOR SUCCESSFUL CLAIMS

The Court requested briefs addressing the appropriate remedies for the claims granted in Plaintiff's favor.

1. Because Defendant violated NRS 97.185(1)(e) and 97.299(2)(d), it violated NRS 598.0923(3) and committed consumer fraud under NRS 41.600(2)(e).

Due to Defendant's violation of Nevada state law, this Court has found that Defendant violated NRS Chapter 598. Private remedies for violations of NRS Chapter 598 can be found in NRS 41.600(3) which states: If the claimant is the prevailing party, the court shall award the

1 claimant: any damages that the claimant has sustained; any equitable relief that the court deems
2 appropriate; and the claimant's costs in the action and reasonable attorney's fees.

3 Here the Court has already determined that the Plaintiffs are entitled to at least \$8,200.00
4 in actual damages. Plaintiffs also contend that they paid an additional \$3,500.00, which
5 Plaintiffs understand are additional actual damages that will have to be determined at trial.
6

7 **2. The Tort of Conversion**

8 While conversion requires a physical act of dominion over personal property, liability for
9 conversion is predicated upon "general intent, which does not require wrongful intent and is not
10 excused by care, good faith, or lack of knowledge." *Winchell v. Schiff*, 124 Nev. 938, 944, 193
11 P.3d. 946, 950 (2008). The full value of the property at the time of conversion is an appropriate
12 measure of damages when the defendant is unable or unwilling to return the property. *See Id.* at
13 945, 193 P.3d at 950 (citing *Bader v. Cerri*, 96 Nev. 352, 356, 609 P.2d 314, 317 (1980)).
14

15 An award of damages for loss of use of the property converted and not returned would
16 also be appropriate for the finder of fact.
17

18 As conversion is a tort, Plaintiffs are entitled to punitive damages, which are granted in
19 an amount sufficient to punish Defendant and to deter others from like conduct. *See Caple v.*
20 *Raynel Campers, Inc.*, 90 Nev. 341, 526 P.2d 334 (1974) (wrongful repossession where buyer
21 not in default, affirming punitive damages) (disagreed with on other grounds by *Ace Truck &*
22 *Equip. Rentals, Inc. v. Kahn*, 103 Nev. 503, 746 P.2d 132 (1987)); *Nevada Nat. Bank v. Huff*, 94
23 Nev. 506, 582 P.2d 364 (1978) (wrongful repossession where even though buyer was in default,
24 Bank had established a course of dealing of accepting late payments such that the Bank was
25 obligated to give notice that strict compliance with the terms of the contract would henceforth be
26 required in order to prevent repossession, affirming punitive damages); and *Countrywide Home*
27
28

1 *Loans v. Thitchener*, 124 Nev. Adv. Rep. 64, 192 P.3d 243, 250 (2008) (citing *Bumgarner v.*
2 *Bumgarner*, 124 Idaho 629, 862 P.2d 321, 335 (Idaho Ct. App., 1993)).

3 Here, the Court has found that Plaintiffs have shown sufficient evidence that Defendant
4 committed the tort of conversion. Plaintiffs understand the damages claim and punitive damages
5 claim are not amenable for summary judgment and remain for trial.

6 7 **3. Breach of Contract**

8 Plaintiff has sustained damages as a result of Defendant's breach of contract, *i.e.* actual
9 damages of no less than \$8,200.00, which is the total Plaintiff has paid Defendant for the vehicle
10 (not including the \$3,500.00 down payment which is a question of fact) as well as consequential
11 damages, including, but not limited to, loss of time and loss of use, in an amount to be
12 determined at trial.

13 14 **C. Plaintiffs Are Entitled To Attorney's Fees**

15 **1. It is Well Established That Awards of Attorney's Fees to Pro Bono Counsel are** 16 **proper.**

17 In *Miller v. Wilfong*, 121 Nev. 619, 622, 119 P.3d 727, 729 (2005), the Supreme Court of
18 Nevada held that, "... awards of attorney's fees to pro bono counsel are proper, provided a legal
19 basis exists and proper factors are applied in making the award." The proper factors to be
20 applied are the qualities of the advocate, the character and difficulty of the work performed, the
21 work actually performed by the attorney, and the result obtained. *Id.* at 623, 730 (Citing *Brunzell*
22 *v. Golden Gate National Bank*, 85 Nev. 345, 455 P.2d 31 (Nev., 1969)).

23
24 In addition to *Miller*, ample authority exists to support this request for attorney's fees.
25 *Miller* at 622. A non-profit, private legal services organization which represents persons who
26 would otherwise receive no legal assistance can receive an award of attorney's fees in a civil
27 rights class action where, although the organization is funded to a substantial extent from public
28

1 funds, it exercises independent judgment in performing its legal function. *Palmer v. Columbia*
 2 *Gas of Ohio, Inc.*, 375 F.Supp. 634 (N.D. Ohio 1974). Attorney's fees are routinely awarded to
 3 legal services, *pro bono*, or other nonprofit legal organizations every day. See, e.g., *Blum v.*
 4 *Stenson*, 465 U.S. 886, 104 S.Ct. 1541, 79 L.Ed.2d 891 (1984); *Washington v. Seattle School*
 5 *Dist. No. 1*, 458 U.S. 457, 102 S.Ct. 3187, 73 L.Ed.2d 896 (1982); *Dennis v. Chang*, 611 F.2d
 6 1302 (9th Cir. 1980); *Holley v. Lavine*, 605 F.2d 638 (2nd Cir. 1979). It is well settled that
 7 attorney's fees under 42 U.S.C. § 1988 are not barred merely because counsel "is a legal services
 8 organization providing free legal representation." *Dennis, supra*, 611 F.2d at 1304. Accord:
 9 *Blum, supra*, 465 U.S. at 894, 104 S.Ct. at 1547. See also: *Washington*, 458 U.S. at 488 n. 31,
 10 102 S.Ct. at 3204 n. 31 (courts "have held with substantial unanimity that publicly funded legal
 11 services organizations may be awarded fees").
 12
 13

14 When free legal services are provided there may be no direct
 15 barrier to the courtroom door, but if no fees are awarded, the
 16 burden of the costs is placed on the organization providing the
 17 services, and it correspondingly may decline to bring such suits
 18 and decide to concentrate its limited resources elsewhere, thereby
 19 curtailing the forceful application of the Act that Congress sought.
 20 Thus, the denial of fees in this situation indirectly cripples the
 21 enforcement scheme designed by Congress.

22 *Hairston v. R & R Apts.*, 510 F.2d 1090, 1092 (7th Cir. 1975).

23 **2. There are Legal Bases for Making an Award of Attorney's fees to Plaintiffs and the**
 24 **Criteria for Such an Award Have Been Satisfied.**

25 **a. Procedurally, the Court awards attorney's fees under FRCP 54.**

26 FRCP 54(d)(2)(A) states that "[a] claim for attorney's fees and related nontaxable
 27 expenses must be made by motion unless the substantive law requires those fees to be proved at
 28 trial as an element of damages."

Here, as discussed above, NRS 41.600(3) requires attorney's fees to be awarded to victims of consumer fraud by the court. As such, FRCP 54 contemplates attorney's fees being awarded to the prevailing party by motion.

In the April 28, 2014 Order, the Court gave Plaintiffs 30 days to submit a brief addressing appropriate remedies, including attorney's fees and costs. As such, this Motion is timely made.

b. NRS 41.600

The decision of this Court found violations of NRS Chapter 598. A private right of action, and remedies, for violation of NRS Chapter 598 is found in NRS 41.600, which provides, in pertinent part:

NRS 41.600 Actions by victims of fraud.

1. An action may be brought by any person who is a victim of consumer fraud.
2. As used in this section, "consumer fraud" means: . . .
 - (e) A deceptive trade practice as defined in NRS 598.0915 to 598.0925, inclusive.
3. If the claimant is the prevailing party, the court shall award the claimant: . . .
 - (c) *The claimant's costs in the action and reasonable attorney's fees . . .*

(Emphasis added).

Plaintiffs are the prevailing party and are entitled to an award of mandatory attorney's fees and costs under NRS 41.600.

c. Plaintiffs presented Defendant an Offer of Judgment, which Defendant rejected, and are therefore entitled to attorney's fees pursuant to NRCP 68.

NRCP 68(a) allows "any party" to serve an offer of judgment, and NRCP 68(f) provides that "[i]f the offeree rejects an offer and fails to obtain a more favorable judgment . . . (2) the offeree shall pay the offeror's post-offer costs, applicable interest on the judgment from the time of the offer to the time of entry of the judgment and reasonable attorney's fees, if any be allowed,

1 actually incurred by the offeror from the time of the offer.” *See also*: NRS 17.115. The Court
2 may look to state law in awarding attorney’s fees and costs on state law causes of action.
3 *Oakview Bldg. Consensus Joint Venture, LLC v. First Bank*, 2013 WL 1855813 (D.Nv. 2013).

4 Here an Offer of Judgment in the amount of \$8,800.00, including all interest, costs and
5 attorney’s fees, was made on October 30, 2012 pursuant to NRCP 68 and NRS 17.115. *See Oct.*,
6 30, 2012, Offer of Judgment, attached hereto as **Exhibit 1**. The Offer of Judgment was not
7 accepted by Defendant and by operation of NRCP 68(e) was deemed rejected. The Court, by
8 Partial Summary Judgment, has found that Plaintiffs are entitled to at least \$8,200.00, plus
9 attorney’s fees and costs. When attorney’s fees, cost and prejudgment interest are added to the
10 \$8,200.00, it will be established that Defendant, as offeree, did not obtain a more favorable
11 judgment. Accordingly, in addition to being entitled to an award of attorney’s fees and costs
12 under NRS 41.600(3), Plaintiffs are entitled to all costs, including attorney’s fees, under NRCP
13 68 and NRS 17.115 from October 30, 2012 to present.

16 **3. The Criteria for an Award of Attorney Fees are Met.**

17 In Nevada, “the ‘lodestar figure’ ... has become the guiding light of ... fee-shifting
18 jurisprudence and that it has established as a strong presumption that the lodestar represents the
19 reasonable fee...” *See Cuzze v. University and Community College System of Nevada* 123 Nev.
20 598, 606 (2007). The lodestar approach involves multiplying “the number of hours reasonably
21 spent on the case by a reasonable hourly rate.” *Herbst v. Humana Health Ins. of Nevada*, 105
22 Nev. 586, 590, 781 P.2d 762, 764 (1989). After determining the lodestar, the court must then
23 consider the amount through the factors listed in *Brunzell v. Golden Gate National Bank*, 85
24 Nev. 345, 349, 455 P.2d 31, 33 (1969). (*See also Schuette v. Beazer*, 121 Nev. 837, 864 (2007)).
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26
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The *Brunzell* factors relevant to determining the reasonableness of an attorney's fee award include:

(1) the qualities of the advocate: his ability, his training, education, experience, professional standing and skill; (2) the character of the work to be done: its difficulty, its intricacy, its importance, time and skill required, the responsibility imposed and the prominence and character of the parties where they affect the importance of the litigation; (3) the work actually performed by the lawyer: the skill, time and attention given to the work; (4) the result: whether the attorney was successful and what benefits were derived. *Brunzell* at 349.

Here, in first applying the lodestar calculation, the Legal Aid Center has tracked the following number of hours reasonably spent on the case:

- James G. Griffin, Esq., 1.2 hours at a reasonable hourly rate of \$250 per hour for a total of \$300.00. *See* Affidavit of Dan Wulz, Esq., attached hereto as **Exhibit 5**.
- Jill C. Davis, Esq., 53.4 hours at a reasonable hourly rate of \$250 per hour for a total of \$13,350.00. *See* Affidavit of Dan Wulz, Esq., attached hereto as **Exhibit 5**.
- Sophia A. Medina, Esq., 9.1 hours at a reasonable hourly rate of \$250 per hour for a total of \$2,275.00. *See* Affidavit of Sophia A. Medina, Esq., attached hereto as **Exhibit 3**.
- Michael Joe, Esq., 16.4 hours at a reasonable hourly rate of \$250 per hour for a total of \$4,100.00. *See* Affidavit of Michael Joe, Esq., attached hereto as **Exhibit 4**.
- Dan Wulz, Esq., 10.10 hours at a reasonable hourly rate of \$300 per hour for a total of \$3,030.00. *See* Affidavit of Dan Wulz, Esq., attached hereto as **Exhibit 5**.
- Violeta Hernandez, Paralegal, 1.7 hours at a reasonable hourly rate of \$75 per hour for a total of \$127.50. *See* Affidavit of Dan Wulz, Esq., attached hereto as **Exhibit 5**.
- Alice McCann, Paralegal, 2.7 hours at a reasonable hourly rate of \$75 per hour for a total of \$202.50. *See* Affidavit of Dan Wulz, Esq., attached hereto as **Exhibit 5**.

1 The total of the lodestar is equal to \$23,385.00. *See* Detailed Time Records, attached hereto as
2 **Exhibit 2.**

3 Applying the *Brunzell* factors, first, concerning the qualities of the advocates,

4 James G. Griffin, Esq., was a third-year staff attorney in the Consumer Rights Project of
5 LACSN. Additionally, he had previous experience in consumer litigation while working in the
6 same department throughout law school as an extern and law clerk.
7

8 Jill C. Davis, Esq., graduated from University of Southern California Law School in
9 2001. She was judicial law clerk to the Honorable Valerie J. Vega from 2001-2002, and then
10 judicial law clerk to the Honorable Mark R. Denton from 2003-2004. She was a Deputy
11 Attorney General from 2006-2007, and a Senior Deputy Attorney General from 2007 until she
12 began employment with the Legal Aid Center of Southern Nevada, Inc. in the Consumer Rights
13 Project in 2011. She resigned in 2013 to return to employment with the State of Nevada.
14

15 Sophia Medina is a second year staff attorney in the Consumer Rights Project of LACSN.
16 Additionally, she has 3 years of previous consumer litigation experience through the Consumer
17 Law Clinic at Gonzaga University School of Law and as a law clerk in the Consumer Rights
18 Project of LACSN.
19

20 Michael Joe, Esq., is a sixth year staff attorney in the Consumer Rights Project at
21 LACSN. Mr. Joe has been a speaker several times at the Consumer Rights Litigation
22 conference, been a panelist at numerous consumer events and has taught many classes on
23 mortgage and foreclosure issues. Additionally, Mr. Joe has been a member of the Fight Fraud
24 Task Force for the last five years.
25

26 All attorneys are under the direct supervision of Dan. L. Wulz, Esq., who has been
27 practicing law for over thirty-five (35) years and has been practicing consumer law – a very
28

1 specialized field – for over fifteen (15) years. Mr. Wulz has attended numerous annual litigation
2 conferences hosted by the National Consumer Law Center (typically attended by 600-700
3 attorneys from the United States), and has been recognized as well-qualified in having acted as a
4 speaker at those conferences. *See* Affidavit of Dan Wulz, Esq., attached hereto as Exhibit 5.

5
6 Second, concerning the character of work to be done, the practice of consumer law is a
7 very specialized field, mastery of which requires a practitioner to become familiar with both
8 federal and state law. As illustrated by this case, consumer protection in automobile transactions
9 calls for knowledge and application of the federal Truth in Lending Act, NRS Chapter 598, NRS
10 Chapter 97, NRS Chapter 104 (UCC), as well as contract and tort law, including all remedies
11 associated therewith. The field calls for in depth training in areas not taught in many law
12 schools, mostly available through multiple days long conferences by the National Consumer Law
13 Center, as well as experience gained only through actually litigating such cases. The work
14 performed is of a specialized and difficult character.

15
16 Third, as to the work actually performed and the skill, time and attention required, as
17 noted, Plaintiffs' counsel investigated Plaintiffs' claims and researched the applicable law
18 necessary to begin litigation. In light of the work performed, Plaintiffs' request for \$23,385.00
19 in fees is actually quite modest.

20
21 Fourth, as to the result, Plaintiffs are the prevailing party. While the amount of the actual
22 damages was not high, Plaintiffs nevertheless were required to litigate the issues in this case.
23 Further, in consumer cases with mandatory fee shifting statutes, an award of attorney fees must
24 not be gauged in proportion to the monetary result, under the authorities cited below.

25
26 **4. The Requested Fees Are Reasonable And Must Not Be Based On Any "Proportion"**
27 **To The Actual Monetary Recovery in a Consumer Protection Case With Mandatory**
28 **Fee Shifting Statutes.**

a. Proportionality Rule

Simply put, the proportionality rule involves a comparison between the Plaintiffs' damages and their attorney's fees. However, the law is crystal clear with respect to the inapplicability of the proportionality rule under mandatory fee shifting statutes. *See cases infra.* As a threshold matter, because actual damage amounts are invariably relatively small in consumer protection cases, the amount of the Plaintiffs' actual damages is not the lynchpin with respect to the amount of attorney's fees sought under a mandatory fee shifting statute. *See infra.*

Defendant might oppose this request based on the disparity and/or disproportionate nature of the requested fees, as compared to the monetary recovery in this case. On the surface, attorney's fees of \$23,385.00 might seem so disproportionate to the monetary award that Defendant might contend that this amount is unreasonable. However, quite the opposite is true, especially when dealing with statutory fees that are awarded pursuant to mandatory fee shifting provisions, such as that in NRS 41.600(3)(c). Indeed, awards of "disproportionate" attorney's fees under mandatory fee shifting provisions are the norm.¹ *See also, Ocnos v R&J Wholesale Inc.*, Eighth Jud. Dist. Ct., State of Nevada, Case No. A-10-615786-C (2012) [awarding \$44,327.00 in fees pursuant to NRS 41.600(3)(c) on individual auto fraud case under *Nevada*

¹ *See Halacki v Empire Portfolios Inc.*, 2013 WL 3442678 (W.D. N.Y. 2013) (holding where the recovery is likely to be small, calculating attorney's fees as a proportion of damages runs directly contrary to the purpose of fee shifting statutes: assuring that ... claims of modest cash value can attract competent counsel. The whole purpose of fee-shifting statutes is to generate fees that are disproportionate to the plaintiff's recovery) (citing *Millea v. Metro-North R.R. Co.*, 658 F.3d 154, 169 (2nd Cir. 2011)).

See also, Mercantile Adjustment Bureau, L.L.C. v. Flood, 278 P.3d 348 (Col. Sprm Ct. 2012) Specifically noting that "in consumer protection cases attorneys' fees will almost always be disproportionate to the damage award." (upholding award of statutory attorney's fee award of \$ 199,000.00 (thousand) under mandatory fee shifting provision of a state consumer protection statute with only a statutory award of \$ 1,000.00 (one thousand)

1 *Deceptive Trade Practices Act* wherein Plaintiff recovered \$3,900.00 in actual damages; 11
2 times actual damages].

3 In fact, Plaintiffs' fee request in this case is entirely in line with a litany of case law,
4 which holds as well as clearly demonstrates, that awarding fees in high multiple amounts is
5 perfectly acceptable under statutory fee shifting provisions. Consequently, any blanket or
6 "broad brush" argument by Defendant that the requested fees are "per se" unreasonable because
7 they are grossly "disproportionate" to the damage award in this case is not well taken by the
8 courts. In fact, it is recognized that attorney's fees will almost always be disproportionate to
9 actual damages in consumer protection cases.
10

11 **b. Illustrative Case Examples**

12 There is an array of case examples from throughout the country that reject the
13 proportionality rule, wherein attorney's fees were found to be reasonable under various statutory
14 fee shifting provisions, despite being significantly disproportionate (i.e. in large multiples) to
15 the damage awards. These include, but are not limited to:
16

- 17 • *Ocnos v R&J Wholesale Inc.*, **Eighth Jud. Dist. Ct., State of Nevada**,
18 Case No. A-10-615786-C (2012), (awarding \$44,327.00 in fees pursuant
19 to NRS 41.600(3)(c) on individual auto fraud case under *Nevada*
20 *Deceptive Trade Practices Act* wherein Plaintiff recovered \$3,900.00 in
21 actual damages; 11 times actual damages).
- 22 • *Williams v. First Gov't Mortgage & Investors Corp.*, 225 F.3d 738 (D.C.
23 Cir. 2000) (upholding award of \$199,340.00 in fees pursuant to fee
24 shifting provisions of *District of Columbia Consumer Protection*
25 *Procedures Act* on actual damage award of \$8,500.00; 23.5 times actual
26 damages).
- 27 • *Reynolds v. Reliable Transmissions, Inc.*, 2010 WL 2640065 (E.D. Va.
28 2010) (awarding \$26,762.50 in fees under pursuant to the fee shifting
provisions of the *Virginia Consumer Protection Act* on damage award of
\$1,500.00; almost 18 times damage award).
- *Miles Rich Chrysler-Plymouth, Inc. v. Mass*, 201 Ga. App. 693, 411
S.E.2d 901 (1991) (upholding \$36,000.00 in fees pursuant to the fee
shifting provisions of *Georgia Fair Business Practices Act* involving

deceptive auto purchase on damage award of \$2,000.00; 18 times damage award).

- *Van Eman v. Cars Prot. Plus*, 267473, 2007 WL 1491814 (Mich. App. 2007) (upholding \$43,537.50 fee award pursuant to the fee shifting provisions of *Michigan Consumer Protection Act* on damage award of \$4,047 involving deceptive auto purchase and remanding back to trial court for additional fee determination after successful appeal; almost 11 times damage award).
- *Smith v. Gen. Motors Corp.*, 168 Ohio App. 3d 336, 347, 859 N.E.2d 1035, 1043 (2006) (upholding \$55,275.00 in fees pursuant to the fee shifting provisions of the *Ohio Consumer Sales Practices Act* on damage award of \$3,936.00 involving deceptive auto purchase; 14 times damage award).
- *Tolz v Continental Du Page* 602 N.E. 2d. 1374 (Ill. App. 1992) (action involving a vehicle sale transaction under *Illinois Consumer Fraud Act* upholding attorney fee award of \$17,625.00 on actual damage award of \$407.50; 43 times actual damages).
- *Hayward v. Ventura Volvo*, 108 Cal. App. 4th 509, 511, 133 Cal. Rptr. 2d 514, 515 (2003) (case involving vehicle purchase upholding fee award of \$103,419 under *California Legal Remedies Act* (“CRLA”) fee shifting provision on compensatory award of \$14,812.00; almost 7 times actual damages).
- *Perez v Z Frank Olds* 2001 WL 849476 (N.D. Ill. 2001) (case involving a vehicle sale transaction involving violation of *Odometer Disclosure Act* awarding \$82,800.00 in attorney’s fees on a compensatory award of \$11,500.00; 7.2 times actual damages).
- *City of Riverside v. Rivera*, 477 U.S. 561, 106 S. Ct. 2686, 91 L. Ed. 2d 466 (1986) (affirming \$245,000.00 in attorney’s fees for excessive force 1983 violations with damage award was \$33,000.00; almost 7.5 times actual damages).
- *Montanez v. Chicago Police Officers Fico* (Star No. 6284), *Simon* (Star No. 16497), 2013 WL 1110870 (N.D. Ill. 2013) (action involving 1983 excessive force awarding \$108,350.87 in attorney’s fees on actual damage award of \$2,000.00; 54 times actual damages).
- *Mercantile Adjustment Bureau, L.L.C. v. Flood*, 278 P. 3d 348 (Col. Sprm. Ct. 2012) (upholding \$199,000.00 attorney’s fee award based on \$1,000.00 statutory award in individual case involving violation of *Colorado’s Fair Debt & Collections Practices Act* and remanding back to trial court for additional fee determination after successful appeals; 199 times statutory damages).¹⁴
- *Gibson v. City of Chicago*, 873 F. Supp. 2d 975, 995 (N.D. Ill. 2012) (action involving 1983 false arrest action awarding \$106,872.75 in

¹⁴ Specifically noting at footnote 8 of the opinion that “in consumer protection cases attorneys’ fees will almost always be disproportionate to the damage award.” (Emphasis added).

attorney's fees on actual damage award of \$7,500.00; 14.2 times actual damages).

- *Halecki v. Empire Portfolios, Inc.*, 2013 WL 3442678 (W.D.N.Y. 2013) (awarding \$54,514.00 in fees based on actual damage award of \$4,000.00 under mandatory fee shifting provisions of FDCPA (*Fair Debt and Collections Practices Act*); 13 times actual damages).
- *Randle v. H & P Capital, Inc.*, 513 F. App'x 282 (4th Cir. 2013) (upholding award \$76,876.59 in fees on actual damage award of \$ 6,000.00 under FDCPA mandatory fee shifting provisions; 13.1 times actual damages).
- *Armstrong v. Rose Law Firm, P.A.*, 2002 WL 31050583 (D. Minn. 2002) (awarding \$43,180.00 in attorney fees under mandatory fee shifting provisions of FDCPA based on a per se statutory damage award of \$1,000.00; 43 times statutory damages).
- *Justice v Nasser Inc* 2010 WL 3825455 (E.D. Ky. 2010) (action involving a vehicle sale transaction involving violation of TILA (*Truth in Lending Act*) awarding \$29,592.00 in attorney's fees under TILA's mandatory fee shifting provisions on award of \$1,000.00 in "per se" damages; almost 30 times statutory damage award).
- *Dominguez v. Quigley's Irish Pub, Inc.*, 897 F. Supp. 2d 674, 693 (N.D. Ill. 2012) (awarding \$63,864.00 in fees under FLSA statute involving individual claim with a recovery of less than \$4,000.00 in actual damages; almost 16 times actual damages).
- *Gradisher v Check Enforcement Unit Inc* 2003 WL 187416 (W.D. Mich. 2003) (awarding \$69,872.00 in attorney fees under mandatory fee shifting provisions of FDCPA based on a per se statutory damage award of \$1,000.00; almost 70 times statutory damages).
- *Tyler v Westway Auto. Ser Cnt. Inc.*, 2005 WL 6148128 (S.D. Fla. 2005) (awarding \$64,915.00 in fees after damage award of \$3,696.00 under mandatory fee shifting provisions of FLSA (*Federal Labor Standards Act*); 7.5 times actual damages).
- *Vastano v. Killington Valley Real Estate*, 187 Vt. 628, 996 A.2d 170 (2010) (upholding attorney's fee award of nearly \$75,000 under *Vermont's Consumer Fraud Act* after damage award of \$7,875.00; 9.5 times actual damages).
- *Northeastern Women's Center v McMonagal* 889. F. 2d. 466 (3rd Cir. 1989) (upholding an attorney fee award of \$ 64,964.11 on a damage award of \$2,661.00 under Federal RICO statute; 24 times actual damages).
- *Sheffer v Experian* 209 Fed. Supp. 2d. (E.D. Pa. 2003) (attorney's fees award under FCRA (*Fair Credit Reporting Act*) in amount of \$25,000.00 on a \$1,000.00 per se damage recovery; 25 times statutory damages).
- *Garcia v. R.J.B. Properties, Inc.*, 756 F. Supp. 2d 911, 920 (N.D. Ill. 2010) (award of \$110,005.52 in fees under mandatory fee shifting

provisions of FLSA in individual case where Plaintiff was awarded \$12,046.00 in damages; 9.1 times actual damages).

- *Williams v First Gov't Mortgage* 225 Fed. 3d. 738 (C.A.D.C. 2000) (upholding fee award under fee shifting fee provision of *District of Columbia Consumer Protection Act* in amount of \$199,340.00 on damage award of \$25,200.00; almost 8 times actual damages).

The above cases awarding large multiples of mandatory attorney's fees under statutory fee shifting provisions are not "aberrations" or "isolated" opinions. They are numerous, consistent, and represent the state of the law throughout all parts of the country, in both state and federal courts, *including the Eighth Judicial District. See Oncos, supra.* As can be clearly gleaned from the case examples, any assertion by Defendant that the Plaintiffs' fees in this case should be reduced in "proportion" to or in some sort of "relation" to the damages deviates from a litany of case law and the spirit and intent of mandatory fee shifting statutes as discussed below.

c. The Equalizing Effect and Underlying Policies Behind Mandatory Fee Shifting Statutes as in NRS 41.600(3)(c).

It should be noted that next to purchasing a home, the second most expensive and important purchase the overwhelming majority of consumers will make in their lifetime is in relation to a car. The statutory fee shifting provisions of NRS 41.600(3)(c) and other similar fee shifting statutes are the great equalizer that enable the average consumer to go out into the same legal marketplace and retain an attorney of the same caliber and/or competency as the dealer.

The Legislature made the decision to maintain robust enforcement of the provisions of *Nevada Deceptive Trade Practices Act* ("NDTPA") by giving a private right of action to consumers via NRS 41.600 and providing for mandatory attorney's fees within its provisions. Robust enforcement of the NDTPA through private enforcement under NRS 41.600 significantly aids public agencies that have limited resources with which to enforce the NDTPA.

1 It is important to recognize that Nevada Attorney General's Bureau of Consumer Protection
 2 ("BCP"), which is charged with enforcement of the NDTPA, is entirely unable to represent or
 3 even assist any individual in any lawsuit involving deceptive trade practices.² Consequently,
 4 the *only way* a robust enforcement of the NDTPA can be effectuated is through NRS 41.600,
 5 and *the only way* consumers like Plaintiffs can retain competent counsel to seek redress in the
 6 Courts on their behalf is strictly based on the fee shifting provisions of NRS 41.600(3)(c).
 7

8 Without NRS 41.600(3)(c), no attorney, knowing he or she is most likely going to be
 9 heading into protracted and tenaciously defended litigation, (of which this case most certainly
 10 was an example), could take on a case wherein the actual "out of pocket" damages are so small.
 11 Through enactment of mandatory attorney's fees in NRS 41.600, the Legislature allows
 12 consumers to act as private attorneys general, thereby drastically reducing the costs and burdens
 13 placed on public agencies to enforce important consumer protection statutes.
 14

15 The legislative and public policy objectives behind fee shifting statutes are clear. They
 16 are promulgated to ensure access to justice via the Courts by enabling persons (consumers) of
 17 limited means to retain the services of a competent attorney, not only to vindicate the rights of
 18 the individual consumer, but to discourage or otherwise eradicate certain conduct which the
 19 Legislature has found to be deleterious to the consumer marketplace. "Compromising a
 20 consumer's ability to recover legal fees renders the protections of the Act illusory. *Allen v.*
 21 *Woodfield Chevrolet*, 208 Ill.2d 12, 31, 802 N.E.2d 752, 765 (2003).
 22
 23

24 As the Court in *Best v C&M Door Controls Inc.*, 200 N.J. 348, 354, 981 A. 2d 1267,

25 ² The AG's website link at [http://ag.nv.gov/Bureau_of_Consumer_Affairs\(BCP\)/](http://ag.nv.gov/Bureau_of_Consumer_Affairs(BCP)/) states as of February 4,
 26 2014 : "Under the direction of the Attorney General and Consumer Advocate, the Bureau of Consumer Protection
 27 (BCP) enforces various consumer protection statutes, in particular deceptive trade and antitrust laws, through the
 28 filing of lawsuits on behalf of the State of Nevada and the public good. BCP cannot represent individual
 consumers in these lawsuits, nor can BCP assist individual consumers with their own private legal disputes..."
See Ex. 9.

1 1270 (2009) stated with respect to statutory fee shifting provisions contained in *New Jersey's*
2 *Consumer Fraud Act*:

3 A fee-shifting statute is one that permits a deviation from the so-called
4 American Rule that requires each party to bear its own litigation costs.
5 Fee shifting affords access to the judicial process to persons who have
6 little or no money with which to hire a lawyer by providing an incentive
7 to lawyers to undertake litigation.

8 ... Although the underlying purpose of those statutes may vary, they
9 share a common rationale for incorporating a fee-shifting measure: to
10 ensure that plaintiffs with bona fide claims are able to find lawyers to
11 represent them ... to attract competent counsel in cases involving
12 statutory rights, ... and to ensure justice for all citizens.

13 Another insightful case is *Schefke v. Reliable Collection Agency Ltd.* 96 Hawai'i 408, 32
14 P.3d 52 (2001). The Hawaii Supreme Court held:

15 [F]ee-shifting statutes are generally enacted to "strengthen the
16 enforcement of selected ... laws by ensuring that private persons
17 seeking to enforce those laws [can] retain competent counsel.... Most
18 significantly, fee award statutes exist to enable people with valid claims
19 to shop for lawyers in the same... ways that people who have money
20 and rights to damage awards do so... The primary purpose of fee award
21 statutes is to help plaintiffs with meritorious claims obtain relief from
22 guilty defendants. It is therefore better to construe the statutes in a
23 manner that creates incentives for lawyers to represent plaintiffs who
24 have sufficiently strong claims than to worry about protecting
25 defendants who violate ... laws from marginal overpayments.

26 Consistent with the instant case, as well as with the underpinnings of the aforementioned
27 opinions, the damage amounts in the overwhelming majority of these types of auto fraud cases
28 involve relatively small amounts---amounts that make it economically not feasible for any
attorney to represent victims of consumer fraud like Plaintiffs but for fee-shifting provisions like
those in NRS 41.600(3)(c).

d. Plaintiffs are Prevailing Parties Despite Unsuccessful (Thus Far) Claims

Defendant is sure to argue that because Plaintiffs have not yet prevailed on every legal
theory, the fees should be cut. However, the United States Supreme Court states, "[i]f the

1 plaintiff has succeeded on 'any significant issue in litigation which achieve[d] some of the
2 benefit the parties sought in bringing suit,' the plaintiff has crossed the threshold to a fee award
3 of some kind. *Texas State Teachers Ass'n v. Garland Indep. Sch. Dist.*, 489 U.S. 782, 792, 109 S.
4 Ct. 1486, 1493, 103 L. Ed. 2d 866 (1989) (citing *Nadeau v Helgemoe*, 581 F2d 275, 278-279
5 (1stCir 1978), and *Hewitt v Helms*, 482 US 755, 107 S Ct 2672, 96 L Ed 2d 654 (1987)). Also,
6 attorney's fees should not be reduced for having advanced an unsuccessful claim unless that
7 claim was distinct in all respects from the successful claims, as held by the Nevada Supreme
8 Court:
9

10 [W]here the plaintiff's claims involve a common core of facts he is entitled to
11 attorney's fees even for the work performed on his unsuccessful claims. It is only
12 where a plaintiff has failed to prevail on a claim that is distinct in all respects from
13 his successful claims that he should not be entitled to attorney's fees for work
done on the unsuccessful claims.

14 *Herbst v. Humana Health Ins. of Nevada, Inc.*, 105 Nev. 586, 591, 781 P.2d 762, 765
15 (1989) (citing *Hensley v. Eckerhart*, 461 U.S. 424, 103 S.Ct. 1933, 76 L.Ed.2d 40
16 (1983)).

17 Here, all of Plaintiff's claims arose from the same common core of facts, namely the
18 retail installment sales contract for the vehicle, the conduct of the Defendant towards the
19 Plaintiffs during and after the sale, and the wrongful repossession (conversion). Plaintiffs, by
20 summary judgment no less, have obtained relief involving the heart of the matter: Second Claim
21 for Relief, violations of NRS Chapter 97; Sixth Claim for Relief, violations of NRS Chapter 598;
22 Seventh Claim for Relief, conversion; Ninth Claim for Relief, breach of contract. Principally
23 due to the presence of genuine issues of material fact, Plaintiffs so far have not yet prevailed on
24
25
26
27
28

1 some additional legal theories: First Claim for Relief, for TILA violations³; Third Claim for
 2 Relief, for sales-related forms in Spanish, due to a genuine issue of material fact; Fourth Claim
 3 for Relief, fraud, due to genuine issues of material fact; Eighth Claim for Relief, UCC good faith
 4 and fair dealing, due to genuine issues of material fact. “Litigants in good faith may raise
 5 alternative legal grounds for a desired outcome, and the court's rejection of or failure to reach
 6 certain grounds is not a sufficient reason for reducing a fee,” *Hensley* at 435. Accordingly, the
 7 Plaintiffs’ attorney’s fees should not be reduced for advancing thus far unsuccessful, additional
 8 claims for relief.
 9

10 **D. PLAINTIFFS ARE ENTITLED TO COSTS**

11 Costs in this case are recoverable by Plaintiffs as the prevailing party against Defendant
 12 pursuant to NRS 41.600(3) and FRCP 54.
 13

14 NRS 41.600(3) states that victims of consumer fraud shall be awarded costs.
 15 Furthermore, FRCP 54(d)(1) states “[u]nless a federal statute, these rules, or a court order
 16 provides otherwise, costs—other than attorney's fees—should be allowed to the prevailing
 17 party.”
 18

19 Here, as set forth in greater detail in Plaintiff's Bill of Costs served concurrently herewith,
 20 Plaintiff has incurred \$390.00 in reimbursable costs associated with this matter. Pursuant to NRS
 21 41.600 the Court shall award these costs to Plaintiff. *See* Bill of Costs, attached hereto as Exhibit
 22 6.
 23

24 **E. PLAINTIFFS ARE ENTITLED TO PREJUDGMENT INTEREST**

25 An award of prejudgment interest under N.R.S. 17.130 is not contingent upon having
 26 filed an offer of judgment. Prejudgment interest is not designed as a penalty, but rather as
 27

28 ³ Plaintiffs have not yet proven that Defendant extended credit more than 25 times in the preceding calendar year to show that Defendant is a “creditor” under TILA.

1 compensation for use by defendant of money to which plaintiff is entitled from the time of
 2 service of the complaint until entry of judgment. *Ramada Inns, Inc. v. Sharp*, 101 Nev. 824, 711
 3 P.2d 1 (1985).

4 The interest rate at the largest bank in Nevada, as ascertained by the Commissioner of
 5 Financial Institutions, as of January 1, 2014 is 3.25 percent. Under the statute, Plaintiff is entitled
 6 to prejudgment interest at a rate of 5.25 percent (3.25% plus 2%) from the date of service of the
 7 Complaint. Prejudgment interest is calculated at the statutory rate of 5.25% per annum pursuant
 8 to NRS 99.040 since August 13, 2012 (*see* Return of Service of Summons, filed herein on
 9 August 20, 2012, as Doc. No. 10) pursuant to NRS 17.130. \$ 8,590.00 (principal sum + costs) x
 10 5.25% = \$450.98 divided by 365 for a rate of \$1.24 per day. \$1.24 x 448 days = \$555.52
 11
 12 in prejudgment interest.
 13

14 V. CONCLUSION

15 For the foregoing reasons, Plaintiffs respectfully request that the Court enter partial
 16 Summary Judgment in the amount of \$8,200.00 as found appropriate in the Court's Order of
 17 April 28, 2014, plus attorney's fees in the amount of \$23,385.00, costs in the amount of \$390.00,
 18 and prejudgment interest in the amount of \$555.52. A partial Summary Judgment which
 19 liquidates all of those amounts would assist the parties, or at least Plaintiffs, in seeking to resolve
 20

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

1 this matter with the surety on Defendant's bond required by NRS 482.3333 and obviate the
2 necessity of a trial.

3 DATED this 28th day of May, 2014.

4 **LEGAL AID CENTER OF**
5 **SOUTHERN NEVADA, INC.**

6 /s/ Michael Joe
7 MICHAEL R. JOE, ESQ.
8 Nevada Bar No.: 10626
9 **LEGAL AID CENTER OF**
10 **SOUTHERN NEVADA, INC.**
11 725 E. Charleston Blvd.,
12 Las Vegas, Nevada 89104
13 Telephone: (702) 386-1070 x 1432
14 Facsimile: (702) 386-1439
15 mjoe@lacsnc.org
16 *Attorney for Plaintiffs*

17 **CERTIFICATE OF ECF SERVICE**

18 I HEREBY CERTIFY that on the 28th day of May, 2014, a copy of the PLAINTIFFS'
19 BRIEF REQUESTED IN COURT'S ORDER OF APRIL 28, 2014, AND MOTION FOR
20 ATTORNEY'S FEES, COSTS, AND PREJUDGMENT INTEREST was electronically mailed
21 to:

22 Kim D. Price, Esq.
23 6385 S. Rainbow Blvd., #600
24 Las Vegas, NV 89118
25 Kim.price@lewisbrisbois.com

26 Gus Flangas, Esq.
27 3275 S. Jones Blvd., 105
28 Las Vegas, NV 89146
gwf@flangasmcmillan.com

29 /s/ Amy Berlin
30 An employee of Legal Aid Center of Southern Nevada, Inc.

EXHIBIT 1

JILL C. DAVIS, ESQ.
Nevada Bar No.: 8418
MICHAEL R. JOE, ESQ.
Nevada Bar No.: 10626
**LEGAL AID CENTER OF
SOUTHERN NEVADA, INC.**
800 South Eighth Street
Las Vegas, Nevada 89101
Telephone: (702) 386-1070 x 176
Facsimile: (702) 388-1642
jdavis@lacsns.org
Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

MARIA TREJO DE ZAMORA and,
ISELA GOMEZ-DEHINES

Plaintiff,

vs.

AUTO GALLERY, INC.

Defendant(s).

Case No.: 2:12-cv-01357-MMD-CWH

**OFFER OF JUDGMENT TO
DEFENDANT AUTO GALLERY**

Pursuant to NRCP 68 and NRS 17.115, Plaintiffs MARIA TREJO DE ZAMORA and ISELZ GOMEZ-DEHINES, hereby offer to allow judgment to be taken against defendant in AUTO GALLERY in this case in the total sum of Eight Thousand Eight Hundred Dollars and NO/100 (\$8,800.00). This sum includes all interest, costs, attorneys' fees and expenses of any other nature which are accrued to date. This amount also includes any and all claims AUTO GALLERY may have against the plaintiff regarding the matters asserted in the complaint on file herein.

In the event the Offer of Judgment is accepted by Defendant, Defendant will pay the amount offered herein within a reasonable time and obtain a dismissal of the claim as provided by NRCP 68(d) and NRS 17.115(2)(a), rather than allow a judgment to be entered against it.

///

1 In accordance with the provisions of NRCP 68 and NRS 17.115, if this offer is not
2 accepted within ten (10) days of the date of service of same, it shall be deemed withdrawn.

3 This offer of judgment is made for the purposes specified in NRCP 68 and NRS 17.115.

4 Dated this 30th day of October, 2012.

5 Respectfully submitted,

6 **LEGAL AID CENTER OF**
7 **SOUTHERN NEVADA, INC.**

8
9 /s/ Jill Davis
10 JILL C. DAVIS, Esq.
11 Nevada Bar No. 8418
12 MICHAEL R. JOE, ESQ.
13 Nevada Bar No.: 10626
14 800 S. Eighth Street
15 Las Vegas, NV 89101
16 Telephone: (702) 386-1070 x 176
17 Facsimile: (702) 388-1642
18 jdavis@lacsns.org
19 *Attorneys for Plaintiffs*
20
21
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE

I HERBY CERTIFY that on the 30th day of October, 2012, the foregoing, **OFFER OF JUDGMENT TO DEFENDANT AUTOGALLERY** was served by placing a true and correct copy of the same in a sealed envelope, First-Class Mail postage fully prepaid, in the U.S. Mail, at Las Vegas, Nevada, and addressed to the following:

GUS W. FLANGAS, ESQ.
Nevada Bar No.: 004989
KIM D. PRICE, ESQ.
3275 S. Jones Boulevard, Ste 105
Las Vegas, NV 89146

/s/ Amy Thrasher
Employee of the Legal Aid Center
of Southern Nevada, Inc.

EXHIBIT 2

Client	Client Matter ID	Resp	File	File					
Date	Audit ID	Tmk	Type	Code	Description	Hrs	Rate	Value	Inv Billing
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto		Trejo De Zamora, Maria vs. Auto Gallery				
6/7/2012	248856	AM	Time		Initial intake acquiring all facts and documents. (Description redacted.)	0.50	0.00	0.00	Bill
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto		Trejo De Zamora, Maria vs. Auto Gallery				
6/7/2012	248939	AM	Time		Presented at case review and case was accepted by Jill Davis. I called the client and advised.	0.50	0.00	0.00	Bill
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto		Trejo De Zamora, Maria vs. Auto Gallery				
6/13/2012	249748	JD	Time		draft demand letter to auto dealership	1.20	0.00	0.00	Bill
Maria Trejo De	TrejoDeZamoraMaria/2012-033729	MJ			Auto Sales/Repair				
6/18/2012	250562	JD	Time		call client	0.10	0.00	0.00	Bill
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto		Trejo De Zamora, Maria vs. Auto Gallery				
6/20/2012	250910	JD	Time		spoke to attorney- Kim Flangas - fax 382-9452, email kdp@flangasmcmillian.com. discussed the fact that NRS 97 was repealed in March, but this contract was from last year. sent him NAC 97 contract - will follow up with him next week.	0.50	0.00	0.00	Bill
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto		Trejo De Zamora, Maria vs. Auto Gallery				
6/20/2012	250960	JD	Time		Meeting with client - discuss the case. She states (redacted). She states (redacted). She has paid over the cash price. Explained (redacted). She is willing to settle the case for (redacted). Explained that I spoke to dealerships attorney just before she came in.	1.50	0.00	0.00	Bill
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto		Trejo De Zamora, Maria vs. Auto Gallery				
6/22/2012	251837	JD	Time		review letter from opposing counsel and review with attorney James Griffin	.40	0.00	0.00	Bill
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto		Trejo De Zamora, Maria vs. Auto Gallery				
6/26/2012	251986	JD	Time		Title history obtained from DMV. Review title history - vehicle 1 prior own that Amy actually knows. Title report is clean - no issues. Draft response to letter from Auto Gallery attorney - legal research re: proper forms and TILA as well.	3.60	0.00	0.00	Bill
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto		Trejo De Zamora, Maria vs. Auto Gallery				
7/2/2012	253328	JD	Time		Spoke to client - client not agree to (redacted).	0.30	0.00	0.00	Bill
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto		Trejo De Zamora, Maria vs. Auto Gallery				
7/5/2012	253157	JG	Time		Drafted the following email: Dan and Jill: First of all, let me just say that TILA is tough. I had to pretty much butcher my first TILA case before I gained a real grasp on how TILA applies to disclosures (or lack of disclosures) in auto contracts. I can see how you got a little tongue-lashing from Mr. Price in his latest correspondence (attached), but the good news is, I think you are 100% right on about the APR and he and his client can call his ?pre-computed or add-on interest? whatever he wants: bottom line, it is a FINANCE CHARGE, its stated in the contract as a FINANCE CHARGE, and as such the contract must have an APR and an APR is not disclosed. Therefore, we have a violation and it is a violation that leads to statutory damages. The end. Put aside all the ??amount financed,? using that term and a brief description, such as ?the amount of credit provided to you or on your behalf?? stuff ? the	0.60	0.00	0.00	Bill

brief description stuff is a requirement of Regulation Z and it doesn't get you statutory damages anyway. The meat here ? the real blood in the water ? is the APR. 15 USC s 1638(a)(4) requires any person who regularly extends credit (credit being transactions with a finance charge or made with no finance charge but with 4 or more installments ? here we have both of those things) to disclose the APR. Failure to disclose the APR leads to \$100-\$1000 in statutory damages under 15 USC s 1640(a)(2)(A)(i) ? I would argue that this is a \$1000.00 violation. . . Here it is: Amount Financed = 7771.30; Total of Payments = 10771.30; Finance Charge = \$3000.00; APR computes to 52.662%. APR not disclosed on K is a violation of 15 USC s 1638(a)(4). Such a violation leads to statutory damages under 15 USC s 1640(a)(2)(A)(i). It is IMPOSSIBLE to have a finance charge without an APR. As for the NRS Chapter 97 contract ? the dealer is absolutely subject to both NRS 97.299 and NAC 97.110. Under NAC 97.110, late fees can be % of the monthly payment or \$15.00, whichever is less ? Trejo's contract states a \$100.00 late fee. Mr. Price's argument that TREJO didn't apply for credit through AUTO GALLERY because she didn't fill out a credit application is just . . . stupid. Did AUTO GALLERY extend credit to TREJO? Yes. So she applied for credit and her application was accepted, obviously. . . If I was in your shoes I would make one final, reasonable offer of settlement saying something like, ?Well, there is obviously a difference of opinion in the interpretation of state and federal statutes, we are Legal Aid, we just want to get this thing resolved, my client has already paid \$XXXX, the FMV for the make and model your client sold her at the time of sale is \$XXXX, so just sign over the title (or whatever) and we will all go on to loftier pursuits, ? or words to that effect. I would follow up by saying, ?This offer will remain open until XYZ date, if your client rejects this offer, please let me know before XYZ date if you are willing to accept service of process on behalf of your client. ? . . . Dan, I would love to have you weigh in on this. Thanks, James

Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria vs. Auto Gallery					
7/5/2012	253327	JD	Time	discuss case with opposing counsel - not in agreement on the legal issues on Tila	0.30	0.00	0.00	Bill	
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria vs. Auto Gallery					
7/6/2012	253329	JD	Time	spoke to client and to opposing side - car was repossessed; counsel sent over NID letter, discussed with James as well. Still trying to negotiate settlement in this matter as client has almost paid off the vehicle.	1.30	0.00	0.00	Bill	
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria vs. Auto Gallery					
7/6/2012	253440	AM	Time	Client called upset that they repo'd her car and did not understand how he could get away with it and what is the attorney going to do besides call the dealers lawyer. She wants (redacted). I told her I would relay the conversation and her concerns to Jill and get back to her. Jill came in to my office we called Ms. Trejo and explained Jill did call the lawyer for the dealer to see if she could get her car back and he will get back to her on Monday. That who was the other person on the contract, and Ms. Trejo said it was her roommate and co-signer. We made an appointment for them to come in on Tuesday 7/10, 2012 at 3:00 p.m. and her roommate is to bring identification, verification of income and she will be receiving a letter the deal sent out regarding the repo dated 7/5/12 and to please bring it in with her. We want to look at it because the covv we oot does not conform with the statutes. She will check the	0.50	0.00	0.00	Bill	

mail and bring it in if she gets it before Tuesday. She thanked us for calling she is more calm and said to wish the lawyer a nice weekend.

Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria vs. Auto Gallery				
7/6/2012	253698	JD	Time	With Alice translating, telephone conference w/ Client.	0.50	0.00	0.00	Bill
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria vs. Auto Gallery				
7/11/2012	254119	JD	Time	Review correspondence from opposing counsel - client called metro when she went to retrieve her goods from the car and did not return the keys. Correspond with james and dan on the issue.	0.50	0.00	0.00	Bill
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria vs. Auto Gallery				
7/13/2012	254398	JD	Time	Draft complaint, discuss with Dan and James	3.50	0.00	0.00	Bill
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria vs. Auto Gallery				
7/13/2012	254403	JD	Time	Work on complaint	0.80	0.00	0.00	Bill
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria vs. Auto Gallery				
7/13/2012	254607	JD	Time	Work on complaint, research TILA law	5.60	0.00	0.00	Bill
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria vs. Auto Gallery				
7/16/2012	254696	JD	Time	Work on complaint	2.70	0.00	0.00	Bill
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria vs. Auto Gallery				
7/16/2012	254750	JG	Time	Reviewed Jill's first draft of Complaint. Made suggested changes on a hard copy. Gave it back to JD and told her that it is up to her whether she wants to make changes or not.	0.60	0.00	0.00	Bill
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria vs. Auto Gallery				
7/16/2012	254866	JD	Time	Make revisions to complaint and add in 104 section and breach of contract	3.30	0.00	0.00	Bill
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria vs. Auto Gallery				
7/17/2012	255024	JD	Time	Review email from Dan re: complaint.	0.20	0.00	0.00	Bill
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery				
7/17/2012	410893	DW	Time	Review Complaint; review Nevada Jury Instruction book re fraud through non-disclosure; e-mail correspondence with James Griffin and Jill Davis re adding a claim for relief of fraud through non-disclosure, with elements from jury instruction	0.50	0.00	0.00	Bill
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery				
7/17/2012	410895	DW	Time	Fly-speck draft of Complaint with detailed e-mail to Jill regarding changes/edits/additions	0.80	0.00	0.00	Bill
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria vs. Auto Gallery				
7/24/2012	256370	JD	Time	Revise complaint, and add causes of action	2.50	0.00	0.00	Bill
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria vs. Auto Gallery				
7/25/2012	256432	JD	Time	Work on complaint, add causes of action, tighten up facts, legal research on failure to provide K in spanish	4.00	0.00	0.00	Bill
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria vs. Auto Gallery				
7/30/2012	257020	JD	Time	Finalize complaint	0.50	0.00	0.00	Bill
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria vs. Auto Gallery				
8/10/2012	258828	JD	Time	certificate of interested parties	0.20	0.00	0.00	Bill

Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery					
9/6/2012	411648	MJ	Time	Calculated payment history. Based on our clients representations of payments, and a review of the contract, it appears that Ms. Trejo was not behind on her payments when the auto was repossessed.	0.70	0.00	0.00	Bill	
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria vs. Auto Gallery					
9/7/2012	263064	AM	Time	Client called wanted to know if Defendant filed and Answer. Called and advised they did and next step is discovery and I will call her if we need any documents or information for the lawyer so, I will call her back. She said thank you and to thank Jill.	0.30	0.00	0.00	Bill	
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria vs. Auto Gallery					
9/7/2012	263084	JD	Time	Review answer, contact other side re: FRCP case conference	0.50	0.00	0.00	Bill	
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria vs. Auto Gallery					
9/7/2012	263116	AM	Time	Ms. Trejo called back and her friend Gisela wanted to know why everything is taking so long and the defendant is only asking for discovery to delay the process. I tried to explain the process to sue someone is slow and both parties have the right to ask certain things and file different motions before going to court. The process can take any where from 6 month, one yr. and even 2 yrs. That this should have been explained when she signed the retainer agreement. Ms. Trejo had a fit and wants to meet with you that this is not right that it should take so long and what is the reason for discovery they have all the documents and information that they need. I told her I would talk with Jill and get back to her on Monday.	0.20	0.00	0.00	Bill	
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria vs. Auto Gallery					
9/10/2012	263184	AM	Time	Called client and advised of case conference on 9/13/12 at 2:00 p.m. and that she did not have to be present.	0.20	0.00	0.00	Bill	
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria vs. Auto Gallery					
9/18/2012	264538	JD	Time	Draft up initial disclosures	0.30	0.00	0.00	Bill	
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery					
9/19/2012	411650	MJ	Time	email to Alice to try to settle case...Can you contact the client. We want to make an offer to the other side to settle, by having them pay \$8800 (the amount she has paid) to Ms. Trejo.	0.30	0.00	0.00	Bill	
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria vs. Auto Gallery					
10/1/2012	266511	MJ	Time	Met with client. She was concerned it was taking so long. I explained that we had made an offer to settle but they did not respond. The next step is to do the Offer in Judgment and then go for Summary Judgment. We think that it is obvious that they should not have repossessed the vehicle since she was ahead on her payments.	0.80	0.00	0.00	Bill	
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria vs. Auto Gallery					
10/1/2012	266512	MJ	Time	Organize file. Get the police report...They told me that the car was repossessed by breaking into the garage.	0.30	0.00	0.00	Bill	
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria vs. Auto Gallery					
10/9/2012	268631	MJ	Time	Review case. Need to do summary judgment. There has been no answer form the attorney for Auto Gallery. Called him and left message, that we will be asking for attorney fees. But if his client wants to settle we would accept \$8800 plus \$1500 in attorney fees. More if we have to file in court. Researched offer in judgment.	0.80	0.00	0.00	Bill	

Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria vs. Auto Gallery					
10/15/2012	268839	JD	Time	Discovery plan - draft disc plan and sched order and formally put together initial disclosures.	1.50	0.00	0.00	Bill	
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria vs. Auto Gallery					
10/16/2012	269194	MJ	Time	Called Maria. Asked about the second contract that she signed where it says she put down \$2500. She says she put down \$3500. She said she did not have a receipt. They said that they were knocking the amount off the price and showed her the contract that showed the \$7,189.00 and that was \$3,500 off the list price.	0.40	0.00	0.00	Bill	
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria vs. Auto Gallery					
10/16/2012	269196	MJ	Time	Worked on arguments for Trejo. Wrote letter to Kim Price, asking for settlement...	2.70	0.00	0.00	Bill	
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria vs. Auto Gallery					
10/17/2012	269283	JD	Time	go over disclosures, and discuss case with MJ regarding payments-issues with down payment but no receipt and different finance amount than contract amount.	1.50	0.00	0.00	Bill	
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria vs. Auto Gallery					
10/17/2012	269337	VH	Time	Called client for MJ:Correct. She wanted to stress this : that man won't give you any car without a down payment. She said (redacted). From: Michael Joe Sent: Wednesday, October 17, 2012 10:04 AMTo: Violeta HernandezSubject: FW: could you call Maria Trejo? I originally sent to Alice because I saw her, and she was the original contact for this client. But could you call for me? I am concerned about the language barrier and am making a demand on the defendant and wanted to make sure my facts are right.	0.20	0.00	0.00	Bill	
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria vs. Auto Gallery					
10/17/2012	269480	JD	Time	Revise letter to Price	0.20	0.00	0.00	Bill	
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria vs. Auto Gallery					
10/23/2012	270300	MJ	Time	Prepare Offer of Judgment	.20	0.00	0.00	Bill	
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria vs. Auto Gallery					
11/14/2012	273546	JD	Time	interim status report	0.50	0.00	0.00	Bill	
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria vs. Auto Gallery					
1/31/2013	285769	JD	Time	Affidavit -- draft for summary judgment	1.10	0.00	0.00	Bill	
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria vs. Auto Gallery					
1/31/2013	285770	JD	Time	miscellaneous	0.10	0.00	0.00	Bill	
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria vs. Auto Gallery					
2/8/2013	292145	JD	Time	Draft sj motion	4.50	0.00	0.00	Bill	
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria vs. Auto Gallery					
3/7/2013	293430	JD	Time	Draft summary judgment	2.50	0.00	0.00	Bill	
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria vs. Auto Gallery					
3/28/2013	297177	JD	Time	Work on sj	1.50	0.00	0.00	Bill	
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria vs. Auto Gallery					
3/29/2013	297184	JD	Time	Work on sj	1.30	0.00	0.00	Bill	

Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria vs. Auto Gallery					
4/12/2013	300317	MJ	Time	Met with client. She says Auto Gallery is no longer there. Gave her status, that we are waiting for opposition.	0.40	0.00	0.00	Bill	
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria vs. Auto Gallery					
5/8/2013	306098	JD	Time	Review opposition- draft reply - heart of the opp is that auto gallery did not have to use the NV contracts and b/c the contract was not simple interest it did not have to comply with any disclosures.	4.10	0.00	0.00	Bill	
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria vs. Auto Gallery					
7/23/2013	326376	VH	Time	Returned client's call and scheduled an appt for her to meet with Jill. She stated (redacted).	0.20	0.00	0.00	Bill	
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria vs. Auto Gallery					
7/23/2013	326428	JD	Time	Talk to VH - regarding case and clients questions - client seems to (redacted).	0.30	0.00	0.00	Bill	
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery					
8/7/2013	330205	SM	Time	E-mail correspondence with Dan Wulz	0.10	0.00	0.00	Bill	
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery					
8/14/2013	332673	SM	Time	E-mail correspondence with Dan Wulz	0.10	0.00	0.00	Bill	
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery					
8/14/2013	332962	DW	Time	Review file for reassignment since Jill Davis resigned. Read our MSJ and their Opp. No Reply in file. E-mail.	2.50	0.00	0.00	Bill	
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery					
8/15/2013	332957	SM	Time	E-mail correspondence with Dan Wulz	0.10	0.00	0.00	Bill	
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery					
8/15/2013	332964	DW	Time	Found Reply on S:drive. Read. E-mail.	0.40	0.00	0.00	Bill	
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery					
8/18/2013	333515	SM	Time	S:\Consumer\dwulz\A -OPEN CASES\TREJO DE ZAMORA, Maria	0.10	0.00	0.00	Bill	
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery					
9/10/2013	339451	AM	Time	Ms. Trejo wanted to know what stage her case was at because she had not heard anything from Michael Joe. I checked with Michael Joe and he states the case was given to Dan Wulz. Ms. Trejo wanted to meet with Dan, Dan said it was not necessary because there is nothing new to report a Motion for Summary Judgment was filed March 2013 and we are waiting for the Judge to rule. If Ms. Trejo wants a copy for the Motion we will mail a copy to her.	0.50	0.00	0.00	Bill	
I mailed a copy of the motion in todays mail.									
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery					
4/28/2014	410257	MJ	Time	Received decision in case, on summary judgment. Granted in part, denied in part. But mostly granted.....	1.00	0.00	0.00	Bill	
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery					
4/29/2014	410675	VH	Time	Amy asked me to contact client and schedule an appt for her to meet with DLW, MJ, & SM. Called client and left a vm to contact me in order to schedule an appt.	0.20	0.00	0.00	Bill	
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery					

4/29/2014	410807	MJ	Time	Emails with Dan. Schedule meeting with client to discuss possible settlement.	0.40	0.00	0.00	Bill
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery				
4/29/2014	410850	DW	Time	Review 17-page court decision on SJ; e-mails w/ Amy, Michael, Sophia.	0.50	0.00	0.00	Bill
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery				
4/29/2014	410863	SM	Time	E-mail correspondence with cmecf@nvd.uscourts.gov	0.10	0.00	0.00	Bill
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery				
4/29/2014	410883	SM	Time	E-mail correspondence with Amy Berlin	0.10	0.00	0.00	Bill
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery				
4/29/2014	410884	SM	Time	E-mail correspondence with Dan Wulz	0.10	0.00	0.00	Bill
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery				
4/29/2014	410885	SM	Time	E-mail correspondence with Dan Wulz	0.10	0.00	0.00	Bill
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery				
4/30/2014	410793	MJ	Time	Received Notice to Withdraw. Kelly Price, she is no longer with Flangas	0.10	0.00	0.00	Bill
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery				
4/30/2014	410841	MJ	Time	Meeting scheduled with clients, for May 2, 2014	0.10	0.00	0.00	Bill
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery				
4/30/2014	410844	VH	Time	Maria called and I scheduled an appt. For her to meet with DLW, MJ, SM, and myself to translate.	0.20	0.00	0.00	Bill
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery				
4/30/2014	410898	SM	Time	E-mail correspondence with Dan Wulz	0.10	0.00	0.00	Bill
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery				
4/30/2014	410918	SM	Time	E-mail correspondence with Violeta Hernandez	0.10	0.00	0.00	Bill
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery				
5/1/2014	411203	SM	Time	E-mail correspondence with cmecf@nvd.uscourts.gov	0.10	0.00	0.00	Bill
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery				
5/1/2014	411782	MJ	Time	Review decision. Prepare for client meeting on settlement.	0.50	0.00	0.00	Bill
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery				
5/2/2014	411716	VH	Time	Translated for client meeting w/ DLW and MJ explained decision to clients and they agree to (redacted).	1.10	0.00	0.00	Bill
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery				
5/2/2014	411776	MJ	Time	Met with Maria and Isela. Settlement discussion.	1.10	0.00	0.00	Bill
				Agreed to (redacted).				
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery				
5/2/2014	412319	MJ	Time	Review previous letters. Write draft of letter to Flangas.	0.50	0.00	0.00	Bill
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery				
5/2/2014	412391	DW	Time	Met w/ clients to discuss court's ruling; review some facts; inquire about any potential conflict between them (none); discuss making settlement offer	1.10	0.00	0.00	Bill
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery				

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5/5/2014	412109		MJ	Time	Write letter - offer to Auto Gallery.	0.80	0.00	0.00	Bill
Maria Trejo	TrejoDeZamoraMaria/2012-033729		MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery				
5/5/2014	412387		DW	Time	Review and revise settlement letter, with case cites too. E-mail correspondence with Michael Joe	0.50	0.00	0.00	Bill
Maria Trejo	TrejoDeZamoraMaria/2012-033729		MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery				
5/14/2014	415538		MJ	Time	No response to letter offering settlement.	0.10	0.00	0.00	Bill
Maria Trejo	TrejoDeZamoraMaria/2012-033729		MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery				
5/20/2014	417451		VH	Time	I returned Maria's call and informed her that there was no response to our offer so we are going to keep working on the case.	0.10	0.00	0.00	Bill
Maria Trejo	TrejoDeZamoraMaria/2012-033729		MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery				
5/21/2014	0		SM	Time	Drafting Motion for Atty Fees and Costs	0.29	0.00	0.00	Bill
Maria Trejo	TrejoDeZamoraMaria/2012-033729		MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery				
5/21/2014	417815		SM	Time	Email to Violeta - time entry report.	0.10	0.00	0.00	Bill
Maria Trejo	TrejoDeZamoraMaria/2012- 033729		MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery				
5/21/2014	417839	SM		Time	Email to Dan & Violeta - Time report - word.	0.10	0.00	0.00	Bill
Maria Trejo	TrejoDeZamoraMaria/2012- 033729		MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery				
5/22/2014	418458	SM		Time	Email to Dan	0.10	0.00	0.00	Bill
Maria Trejo	TrejoDeZamoraMaria/2012- 033729		MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery				
5/22/2014	418406	DW		Time	Reviewed and redacted 18-page time entries. Reduced some time entries that did not appear reasonable to me given description of task. E-mail to SM and VH.	1.10	0.00	0.00	Bill
Maria Trejo	TrejoDeZamoraMaria/2012- 033729		MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery				
5/22/2014	418459	SM		Time	E-mail correspondence with Dan Wulz	0.10	0.00	0.00	Bill
Maria Trejo	TrejoDeZamoraMaria/2012- 033729		MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery				
5/22/2014	418461	SM		Time	E-mail correspondence with Dan Wulz	0.10	0.00	0.00	Bill
Maria Trejo	TrejoDeZamoraMaria/2012- 033729		MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery				
5/22/2014	418500	MJ		Time	Called Jessica Peterson, at Flangas Law Group. Asked about the pretrial order. She said they had no input and were only in the case to try to settle. They are planning on withdrawing.	0.50	0.00	0.00	Bill
					She suggested asking the judge to stay the case pending settlement. I told her we would probably have an answer tomorrow AM.				
Maria Trejo	TrejoDeZamoraMaria/2012- 033729		MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery				
5/23/2014	418447	SM		Time	Called Carson to get Bond Info.	0.20	0.00	0.00	Bill
					October 6, 2010 - Present International Insurance Co Bond # - BUIFSU0537996 888-518-8011				

Maria Trejo	TrejoDeZamoraMaria/2012- 033729	MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery					
5/23/2014	418463	SM	Time	E-mail correspondence with Michael Joe	0.10	0.00	0.00	Bill	
Maria Trejo	TrejoDeZamoraMaria/2012- 033729	MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery					
5/23/2014	418464	SM	Time	E-mail correspondence with Michael Joe	0.10	0.00	0.00	Bill	
Maria Trejo	TrejoDeZamoraMaria/2012- 033729	MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery					
5/23/2014	418470	SM	Time	Email to Dan & Michael	0.10	0.00	0.00	Bill	
Maria Trejo	TrejoDeZamoraMaria/2012- 033729	MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery					
5/23/2014	418465	SM	Time	E-mail correspondence with Michael Joe; Dan Wulz	0.10	0.00	0.00	Bill	
Maria Trejo	TrejoDeZamoraMaria/2012- 033729	MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery					
5/23/2014	418469	SM	Time	E-mail correspondence with Dan Wulz	0.10	0.00	0.00	Bill	
Maria Trejo	TrejoDeZamoraMaria/2012- 033729	MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery					
5/23/2014	418478	SM	Time	Email to MJoe@lacs.org; smedina@lacs.org; DWulz@lacs.org	0.10	0.00	0.00	Bill	
Maria Trejo	TrejoDeZamoraMaria/2012- 033729	MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery					
5/23/2014	418476	VH	Time	Per MJ Called client and left msg for them to contact me regarding status of their case.	0.10	0.00	0.00	Bill	
Maria Trejo	TrejoDeZamoraMaria/2012- 033729	MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery					
5/23/2014	418477	SM	Time	E-mail correspondence with Dan Wulz	0.10	0.00	0.00	Bill	
Maria Trejo	TrejoDeZamoraMaria/2012- 033729	MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery					
5/23/2014	418501	VH	Time	Per MJ. I relayed the \$3000.00 offer with the 2003 Mercedes Benz at BB value \$6000.00. Maria was upset at the offer and rejected it. She believes they are not showing good faith in trying to settle and does not believe they are leaving the country. She was adamant that they do have a bond as Alice researched it for them. I explained the bond a little more to her in that we are in the process of researching the amount of the bond and also explained to her that if they have ever paid claims on the bond then the balance of the bond would be reduced from the original amount of the bond. She then understood and still rejects the offer.	0.20	0.00	0.00	Bill	
Maria Trejo	TrejoDeZamoraMaria/2012- 033729	MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery					
5/23/2014	418506	MJ	Time	Called Jessica Peterson. Told her that the offer was rejected. She said to go ahead and file our pre trial order. They will file a motion to withdraw.	0.70	0.00	0.00	Bill	
Maria Trejo	TrejoDeZamoraMaria/2012- 033729	MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery					
5/23/2014	418509	MJ	Time	Prepare pre trial order.	1.50	0.00	0.00	Bill	
Maria Trejo	TrejoDeZamoraMaria/2012- 033729	MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery					

5/23/2014	418544	SM	Time	Called to get records dept info, guy transferred me to records. Attn: Records Department 555 Wright Way Carson City, NV 89711-0400 have to fill out from ir002. Can use our account number and can fax in. Send fax to Lori Warren at 775-684-4899. Called the Las Vegas office and got better information on bond. Auto Gallery - DRL # 000039655 International Fidelity Insurance Company Bond #BUIFSU0537996 1 Neward Center Floor 20 Newark, New Jersey 07102 888-518-8011 Broker - World Wide Insurance Special Inc.,	0.60	0.00	0.00	Bill
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery				
5/23/2014	418513	SM	Time	E-mail correspondence with Dan Wulz	0.10	0.00	0.00	Bill
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery				
5/23/2014	418514	SM	Time	E-mail correspondence with Michael Joe	0.10	0.00	0.00	Bill
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery				
5/23/2014	418515	SM	Time	E-mail correspondence with Dan Wulz	0.10	0.00	0.00	Bill
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery				
5/23/2014	418548	DW	Time	Multiple e-mails with SM and MJ re settlement, communicating offer to client, the surety bond, obtaining info from DMV to identify the surety and whether claims have been made exhausting or diminishing the bond, business entity search on Secretary of State web site, Googling phone number for entity identified, etc.	0.40	0.00	0.00	Bill
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery				
5/23/2014	0	SM	Time	Drafting brief.	0.68	0.00	0.00	Bill
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery				
5/23/2014	418727	SM	Time	Email to Dan.	0.10	0.00	0.00	Bill
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery				
5/23/2014	418724	SM	Time	E-mail correspondence with Michael Joe	0.10	0.00	0.00	Bill
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery				
5/23/2014	418725	SM	Time	E-mail correspondence with Dan Wulz	0.10	0.00	0.00	Bill
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery				
5/26/2014	418761	SM	Time	Drafting Atty Fee brief, working on OOJ and FRCP 54 sections, costs, and prejudgment interest	1.70	0.00	0.00	Bill

Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery				
5/27/2014	419034	SM	Time	Email to Dan	0.10	0.00	0.00	Bill
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery				
5/27/2014	419035	SM	Time	Editing experience affidavits	0.40	0.00	0.00	Bill
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery				
5/27/2014	418885	SM	Time	Email to Michael & Dan	0.10	0.00	0.00	Bill
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery				
5/27/2014	418888	SM	Time	Pulling cases for Dan	0.10	0.00	0.00	Bill
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery				
5/27/2014	418939	MJ	Time	Prepare pre trial order.	2.50	0.00	0.00	Bill
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery				
5/27/2014	419132	SM	Time	Bill of Costs	0.20	0.00	0.00	Bill
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery				
5/27/2014	419042	SM	Time	E-mail correspondence with Dan Wulz	0.10	0.00	0.00	Bill
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery				
5/27/2014	419045	SM	Time	E-mail correspondence with Dan Wulz	0.10	0.00	0.00	Bill
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery				
5/27/2014	419046	SM	Time	E-mail correspondence with Dan Wulz	0.10	0.00	0.00	Bill
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery				
5/27/2014	419047	SM	Time	E-mail correspondence with Michael Joe	0.10	0.00	0.00	Bill
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery				
5/27/2014	419133	SM	Time	Making final edits after Dan's latest edits and prepping exhibits	0.80	0.00	0.00	Bill
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery				
5/27/2014	419078	SM	Time	Email to Michael to write a blurb about his experience for the brief.	0.10	0.00	0.00	Bill
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery				
5/27/2014	419087	DW	Time	Review and revise 20-page brief and motion for attorney's fees and costs; additional research re applicability of state law; obtain Jill Davis' resume and write portion re her qualifications; review and revise my affidavit.	2.30	0.00	0.00	Bill
Maria Trejo	TrejoDeZamoraMaria/2012-033729	MJ	Auto	Trejo De Zamora, Maria v. Auto Gallery				
5/27/2014	419109	SM	Time	E-mail correspondence with Amy Berlin	0.10	0.00	0.00	Bill

Maria Trejo	TrejoDeZamoraMaria/2012- MJ 033729	Auto	Trejo De Zamora, Maria v. Auto Gallery						
5/27/2014	419116	SM	Time	Email to ABerlin@lacs.org;smedina@lacs.org	0.10	0.00	0.00	Bill	
Maria Trejo	TrejoDeZamoraMaria/2012- MJ 033729	Auto	Trejo De Zamora, Maria v. Auto Gallery						
5/27/2014	419111	SM	Time	E-mail correspondence with Michael Joe	0.10	0.00	0.00	Bill	
Firm Totals					94.60		0.00		

Summary by Timekeeper

	Hrs	Value
Alice McCann	2.70	0.00
Dan Wulz	10.10	0.00
James Griffin	1.20	0.00
Jill Davis	53.40	0.00
Michael Joe	16.40	0.00
Sophia A. Medina	9.10	0.00
Violeta Hernandez	1.70	0.00
Total	94.60	

EXHIBIT 3

- 1 5. I have argued in front of the Honorable Justin L. Quackenbush, in the Eastern District of
2 Washington.
- 3 6. I have litigated through the appellate court in the Washington Court of Appeals, Division
4 III.
- 5 7. I have become trained in litigating consumer rights cases over the last 5 years, both as a
6 student admitted to practice in the Washington State and as an attorney admitted in
7 Nevada.
- 8 8. I am a member of the National Association of Consumer Advocates (NACA). I have
9 attended numerous consumer rights litigation conferences and trainings sponsored by
10 NACA and the National Consumer Law Center. The conferences and trainings have
11 involved many consumer rights matters including the Truth in Lending Act, the
12 Consumer Leasing Act, Fair Debt Collection Practices Act, Fair Credit Reporting Act,
13 state deceptive trade practices acts, identification of issues and potential claims for relief
14 involving automobile sales practices and repossessions, and many other consumer rights
15 issues.
- 16 9. I have participated in the legislative process in the State of Nevada and have testified on
17 various bills involving consumer rights, as well as testifying in successful opposition to
18 bills weakening consumer rights.
- 19 10. In the case at hand, I spent 9.1 hours of reasonable attorney's services at a rate of \$250.00
20 per hour which equals \$2,275.00. These include, but are not limited to, the following
21 services: Consulting with the lead attorney, drafting the requested brief regarding
22 appropriate remedies, costs, and attorney's fees, as well as legal research.

23 ///

24 ///

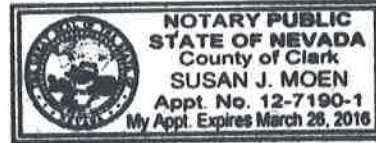
1 FURTHER YOUR AFFIANT SAYETH NAUGHT.

2 
3 SOPHIA A. MEDINA

4
5 SUBSCRIBED and SWORN to before

6 me this 27th day of May, 2014.

7 
8 Notary Public in and for said County and State



Sophia A. Medina

8955 Badura Ave, Apt. # 221, Las Vegas, NV 89113

505-459-2828 sophiamedina09@gmail.com

Admitted to Practice Law by the State Bar of Nevada 10/21/11

Admitted to Practice in Federal District Court - District of Nevada 11/4/11

Admitted to Practice Law by the State Bar of New Mexico 04/27/12

Education	J.D.	2011
	<i>Gonzaga School of Law, Spokane, WA</i>	
	B.A., Criminal Justice	2007
	<i>New Mexico State University, Las Cruces, NM</i>	
	Supplemental Degree in Law and Society	
<hr/>		
Career History		
	Staff Attorney , Legal Aid Center of Southern Nevada	2012- Present
	• Consumer Rights Project	
	Law Clerk , Legal Aid Center of Southern Nevada	2011-2012
	• Consumer Rights Project	
	Legal Intern , University Legal Assistance, Gonzaga School of Law	2010-2011
	• Consumer Law Clinic	
	• Illegal Repossession, FDCPA, Mortgage Foreclosure, Landlord Tenant	
	• Argued in US District Court for the Eastern District of WA in front of the Honorable Judge L. Quackenbush	
	• Wrote Appellant Briefs submitted to the WA Division III Court of Appeals	
	Law Ambassador , Gonzaga School of Law	2009- 2011
	• Welcome prospective students; Answer questions	
	Legal Intern , Unemployment Law Project	2010-2010
	• Represent employees in administrative hearings regarding obtainment of unemployment benefits	

Memberships & Affiliations

- **Member**, National Association of Consumer Advocates
- **President**, Hispanic Law Caucus, Gonzaga School of Law
 - Represented the Board at Latina/Latino Bar Association of Washington's Annual Awards
 - Organized & Planned the Alcanzar Justice Program (High School Mock Trial for Minority Students)
 - Organized Spanish Language Lunches to provide an opportunity to both students and professors to practice speaking Spanish on a regular basis
- **Member**, Women's Law Caucus, Gonzaga School of Law
 - Organized and Coordinated School Wide Powder Puff Football Tournament
- **Member**, Phi Alpha Delta Law Fraternity, Edward M. Connelly Chapter

EXHIBIT 4

1 MICHAEL R. JOE, ESQ.
Nevada Bar No.: 10626
2 **LEGAL AID CENTER OF**
3 **SOUTHERN NEVADA, INC.**
725 E. Charleston Blvd.,
4 Las Vegas, Nevada 89104
Telephone: (702) 386-1070 x 1432
5 Facsimile: (702) 386-1439
mjoe@lacsns.org
6 *Attorney for Plaintiffs*

7 **UNITED STATES DISTRICT COURT**
8 **DISTRICT OF NEVADA**

9 MARIA TREJO DE ZAMORA and,
10 ISELA GOMEZ-DEHINES

Case No.: 2:12-cv-01357-MMD-CWH

11 Plaintiffs,

12 vs.

13 AUTO GALLERY, INC.

14 Defendant(s).
15

16 **AFFIDAVIT OF MICHAEL R. JOE, ESQ.**
17 **IN SUPPORT OF APPLICATION FOR ATTORNEY FEES**

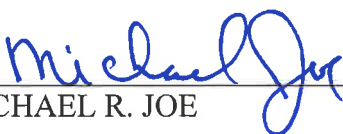
18 STATE OF NEVADA)
19)ss.
COUNTY OF CLARK)

20 Michael R. Joe, first being duly sworn deposes and says:

- 21 1. I am an attorney admitted to practice before the courts of the state of Nevada. I am also
22 admitted to practice in the United States District Court for the District of Nevada.
23 2. I was first admitted to the bar of the State of Nevada in 2007.
24 3. My resume is attached.
25 4. I have worked on many litigation cases which were successfully resolved.
26 5. I have become trained in litigating consumer rights cases for more than 5 years as an
27 attorney admitted to practice in the State of Nevada.
28

- 1 6. I am a member of the National Association of Consumer Advocates (NACA). I have
2 attended numerous consumer rights litigation conferences and trainings sponsored by
3 NACA and the National Consumer Law Center. I have been invited to speak at these and
4 other conferences. The conferences and trainings have involved many consumer rights
5 matters including the Truth in Lending Act, Fair Debt Collection Practices Act, Fair
6 Credit Reporting Act, state deceptive trade practices acts, identification of issues and
7 potential claims for relief involving automobile sales practices and repossessions,
8 Mortgage Fraud, and many other consumer rights issues.
- 10 7. I have participated in the legislative process in the State of Nevada and have testified on
11 various bills involving consumer and homeowner rights. I have supported legislation that
12 successfully amended Nevada Statutes to protect consumers as well as testifying in
13 successful opposition to bills weakening consumer rights.
- 15 8. In the case at hand, I spent 16.4 hours of reasonable attorney's services at a rate of
16 \$250.00 per hour which equals \$4,100.00. These include, but are not limited to, the
17 following services: Drafting, editing and reviewing pleadings filed by Plaintiffs in this
18 matter, analysis of the financial transaction, direct client contact, correspondence with
19 opposing counsel, as well as legal research.

20 FURTHER YOUR AFFIANT SAYETH NAUGHT.

21
22 
23 MICHAEL R. JOE

24 SUBSCRIBED and SWORN to before

25 me this 27th day of May, 2014.

26 
27 Notary Public in and for said County and State
28



MICHAEL ROBERT JOE

4 Chenal Pass, Henderson, Nevada 89052 • Telephone: (702) 739-4113 • Email: sunrisetec@sbcglobal.net

EDUCATION

J.D. William S. Boyd School of Law, University of Nevada, Las Vegas 2007

Academic Honors: Quarterfinalist Clark County Bar Moot Court Competition,
Outstanding Clinical Student Award.

MBA. The Wharton School, University of Pennsylvania, Philadelphia, PA 1976

Major: Finance/Accounting.
Academic Honors: Beta Gamma Sigma (Business School Honor Society),
Director's Honors List.

B.A. Duke University. Durham, NC 1972

Major: Economics.
Academic honors: Dean's List, Class Honors, Pi Mu Epsilon.

LAW RELATED EXPERIENCE

Legal Aid Center of Southern Nevada (Legal Aid), Las Vegas, NV 2009-Present

Staff Attorney, Consumer Rights Project

In the Consumer Rights Project, we provide legal assistance at no cost to low income clients. We assist individuals that otherwise are lost in a complex legal system.

Legal Aid's primary focus has been to help Nevada homeowners during the recent foreclosure crisis. Joined Legal Aid at the start of the foreclosure crisis and developed the foreclosure department at Legal Aid. I was instrumental in developing and implementing the Nevada Foreclosure Mediation Program, and appointed a member of the Nevada Supreme Court Foreclosure Mediation Rules Committee that wrote the rules for the Nevada Mediation Program. Current member of the Foreclosure Mediation Advisory committee. Assist homeowners who have seen abuses in foreclosures by Homeowner Associations. Worked with the Nevada legislature and different interest groups to improve HOA laws and regulations. Worked with the Nevada State Legislature to pass HOA legislation. Developed and taught several homeowner classes.

Judicial Externship, Federal District Court, Las Vegas, NV 2006

Worked as an extern for Chief Judge Phillip Pro. Researched and analyzed issues relating to summary judgment, motions to dismiss, and Medicare fraud.

WORK EXPERIENCE

Sunrise Technology, Livermore, CA 1986-1997

President and Chief Executive Officer

Founded the company in 1986. Hired employees and built a professional high tech organization. Developed and introduced new products and acquired new product lines. I expanded the company into new markets and we grew to over eighty employees. In 1996, we merged the company into World Access, Inc., a telecommunications company. After the merger, we expanded World Access from a small telecom company into a member of the S&P 500, with revenues of over a billion dollars. Sunrise Tech. designed, manufactured and marketed telecommunications equipment, T1 multiplexers, DSU/CSU products for the telecom and military marketplaces.

Turnaround Consulting, CA
Financial Specialist

1983-1986

Consulted as a financial specialist for troubled companies. Developed strategic plans to return companies to profitability. Developed and implemented work out plans and worked with creditors to resolve supply chain issues.

Lobo Systems, Inc., Santa Barbara, CA.
President

1984-1985

Lobo Systems designed, manufactured and marketed disk drives and personal computers. Downsized the operations and restructured company functions, returning the company to profitability.

FINANCIAL EXPERIENCE

Xerox Corporation, Rochester, NY and Santa Clara, CA
Rana Systems, Chatsworth, CA

1976-1984

Vice-President of Finance, Financial Analyst

Progressively increasing levels of financial responsibility, starting as a financial analyst and culminating as Vice-President of Finance at Rana Systems. As a Financial Planning professional, I would assess the viability, stability and profitability of the business and develop strategic plans to address issues facing a business. Developed and wrote strategic, operating and long range plans. Created business plans. Monitored and reported financial results. Analyzed financial results and identified cost savings opportunities. Planned and managed budgets and spending plans.

COMMUNITY SERVICE

Boys and Girls Clubs of Tracy, Tracy, CA
Board of Directors, Executive Committee

1993-1996

The Boys and Girls Club organization is one of the premier nonprofit groups in America. The Club's mission is to enable all young people, especially those who need us most, to reach their full potential as productive, caring, responsible citizens. As a member of the Board of Directors I was instrumental in refocusing the Club. During my period on the Board, we changed the fundraising philosophy, rebuilt the Board of Directors, started a signature golf tournament event (The Keena Turner, Tracy Boys and Girls Club Golf Tournament), and completed our first self evaluation. When I joined the Board of Directors, it was in a precarious financial position. When I left the Board, they were on solid financial footing.

OTHER COMMUNITY SERVICE

Tracy Library Task Force/San Joaquin County Library Task Force, (Tracy, CA)
Tournament Director, The Keena Turner , Tracy Boys and Girls Club Golf Tournament,
Board of Deuel Vocational Institute, Tracy, CA (a state prison in Tracy, CA).

EXHIBIT 5

1 MICHAEL R. JOE, ESQ.
Nevada Bar No.: 10626
2 **LEGAL AID CENTER OF**
SOUTHERN NEVADA, INC.
3 725 E. Charleston Blvd.,
Las Vegas, Nevada 89104
4 Telephone: (702) 386-1070 x 1432
5 Facsimile: (702) 386-1439
mjoe@lacsns.org
6 *Attorney for Plaintiffs*

7 **UNITED STATES DISTRICT COURT**
8 **DISTRICT OF NEVADA**

9 MARIA TREJO DE ZAMORA and,
10 ISELA GOMEZ-DEHINES

Case No.: 2:12-cv-01357-MMD-CWH

11 Plaintiffs,

12 vs.

13 AUTO GALLERY, INC.

14 Defendant(s).
15

16 **AFFIDAVIT OF DAN L. WULZ, ESQ.**
17 **IN SUPPORT OF APPLICATION FOR ATTORNEY FEES**

18 STATE OF NEVADA)
19)ss.
COUNTY OF CLARK)

20 DAN L. WULZ, first being duly sworn deposes and says:

- 21 1. I am an attorney admitted to practice before the courts of the states of Nevada, California
22 (inactive), Arizona (inactive), and Kansas (inactive). I am also admitted to practice in the
23 United States District Court for the District of Nevada, the United States District Court
24 for the District of Kansas, the United States Court of Appeals for the Tenth Circuit, and
25 the United States Supreme Court.
26
27 2. I was first admitted to the bar of the State of Kansas in 1978.
28
3. My resume is attached.

- 1 4. I have worked on complex litigation cases, including seven class actions which were
2 successfully resolved.
- 3 5. I have litigated cases to jury verdict and through the appellate courts in both state and
4 federal courts since 1978. I have handled or participated in handling 24 appellate court
5 cases.
- 6 6. I have become trained and proficient in litigating consumer rights cases over the last
7 fifteen years. I am a member of the National Association of Consumer Advocates
8 (NACA). I have attended numerous consumer rights litigation conferences and trainings
9 sponsored by NACA and the National Consumer Law Center, and been invited to speak
10 at such conferences. The conferences and trainings have involved many consumer rights
11 matters including the Truth in Lending Act, the Consumer Leasing Act, Fair Debt
12 Collection Practices Act, Fair Credit Reporting Act, state deceptive trade practices acts,
13 identification of issues and potential claims for relief involving automobile sales practices
14 and repossessions, and many other consumer rights issues.
- 15 7. Since 1997, I have participated in the legislative process in the State of Nevada and have
16 testified on bills successfully amending NRS Chapters 598, 97, 482, 604A and other laws
17 involving consumer rights, as well as testifying in successful opposition to bills
18 weakening consumer rights.
- 19 8. The time records attached to the Motion for Attorney's Fees as Exhibit 1 accurately
20 reflects the time spent in this case and which was reasonable and necessary to litigate this
21 case.
- 22 9. In the case at hand, I spent 10.10 hours of reasonable attorney's services at a rate of
23 \$300.00 per hour which equals \$3,030.00. These include, but are not limited to, the
24
25
26
27
28

1 following services: Drafting, editing and reviewing pleadings filed by Plaintiffs in this
2 matter, legal research, and supervision of lead attorneys.

3 10. Under my supervision, and through a review of the time keeping records, I am informed
4 and believe Plaintiff has incurred 1.2 hours of reasonable attorney's services performed
5 by attorney James G. Griffin at the rate of \$250.00 per hour which equals \$300.00. These
6 include, but are not limited to, the following services: consulting with lead counsel,
7 reviewing and editing compliant, and e-mail communications with counsel.
8

9 11. Under my supervision, and through a review of the time keeping records, I am informed
10 and believe Plaintiff has incurred 53.4 hours of reasonable attorney's services performed
11 by attorney Jill C. Davis at the rate of \$250.00 per hour which equals \$13,350.00. These
12 include, but are not limited to, the following services: Drafting, editing and reviewing
13 pleadings filed by Plaintiffs in this matter, direct client contact, correspondence with
14 opposing counsel, as well as legal research.
15

16 12. Under my supervision, and through a review of the time keeping records, I am informed
17 and believe Plaintiff has incurred non-attorney time of 4.4 hours at a rate of \$75.00 per
18 hour which equals \$330.00. These include, but are not limited to, the following services:
19 Interpreting services, law clerk time, and paralegal time.
20

21 FURTHER YOUR AFFIANT SAYETH NAUGHT.

22 
23 DAN L. WULZ

24 SUBSCRIBED and SWORN to before

25 me this 27th day of May, 2014.

26 
27 Notary Public in and for said County and State
28



DAN L. WULZ

**725 E. Charleston Blvd., Las Vegas, Nevada 89104
(702) 386-1070, Extension 106**

EDUCATION:

1978- J.D. - Washburn University School of Law, Topeka, Kansas,
Dean's Honors.

1973- B.A. - University of Kansas, Lawrence, Kansas.
Major: Speech Communication and Human Relations.

EMPLOYMENT HISTORY:

LEGAL AID CENTER OF SOUTHERN NEVADA, INC., Las Vegas, Nevada, Deputy Executive Director

1/96 to present

- Present - Supervision and Administrative Duties; selected consumer and class action litigation
- Past - Litigation (ADA; Consumer Law, i.e., contract disputes w/ car dealers & pay day lenders; UCC; Deceptive Trade Practices Act; Odometer Act; TILA; ECOA; FCRA)

**NEVADA LEGAL SERVICES, Las Vegas, Nevada, Staff Attorney,
3/94 to 12/31/95**

- Practice emphasized federally subsidized housing and class action litigation.

**BRYAN LYKINS HEJTMANEK & WULZ, P.A., Topeka, Kansas, Partner,
6/1/86-12/31/91.**

- Practice emphasized plaintiff personal injury litigation.
- Co-counseled personal injury trial resulting in \$1 million jury verdict.
- Handled over 100 client files at any one time, from initial client call to final appeal.
- Handled or participated in handling 23 appeals in State and Federal courts.
- Co-managed office with sixteen employees.

**SCHROER RICE BRYAN & LYKINS, P.A., Topeka, Kansas, Partner,
12/82-5/31/86.**

- Practice emphasized research, writing, litigation and appellate practice in personal injury cases.

**JONES SCHROER RICE BRYAN & LYKINS, P.A., Topeka, Kansas, Associate,
6/78-12/82.**

- Practice emphasized product liability litigation; two class action cases.

**JONES SCHROER RICE BRYAN & LYKINS, P.A., Topeka, Kansas, Law Clerk,
9/77-6/78.**

MEMBERSHIP AND PROFESSIONAL ACTIVITIES:

- 1995 - Arbitrator, Nevada Court Annexed Arbitration Program.
- 1989-1990 - Board of Editors, Journal of the Kansas Trial Lawyers Association.
- 1989 - Judge, Moot Court Competition, Washburn University School of Law.
- 1988 - Adjunct Professor, Legal Assistant Program, Washburn University.
- 1987 - Received training and certification as Special Education Due Process Hearing Officer.
- 1978-1991 - Kansas Trial Lawyers Association.

PUBLISHED AUTHOR:

- Co-Author: "Product Liability-Defective Design of Rotary Power Mower." 33 P.O.F.2d 447 (1983).
- Product Liability Column: "Sorry, This Courthouse is Closed." Journal of Kansas Trial Lawyers, Vol. 10, No. 2.
- General Column: "Recent Developments in Premises Liability: A Suggestion Of Denial Of Equal Protection." Journal of Kansas Trial Lawyers, Vol. 8, No. 6.
- Lead Column: "Causation: Distinguishing The Existence of Liability From The Extent of Liability." Journal of Kansas Trial Lawyers. Vol. 6, No. 4.
- Article: "Farm Machinery: Compression Roller Design Is Unreasonably Dangerous." Trial. Vol. 17, No. 11.
- Article: "Lawn Mower Makers Shortcut Safety." Trial. Vol. 16, No. 11.

ADMITTED TO THE BAR:

- 1978 - Kansas Supreme Court and all inferior courts of the State of Kansas. United States District Court - Kansas.

1980 - United States Court of Appeals, Tenth Circuit.

1982 - United States Supreme Court.

1993 - California Supreme Court and all inferior courts of the State of California.

1994 - Arizona Supreme Court and all inferior courts of the State of Arizona. (Received second highest score on bar exam).

1994 - Nevada Supreme Court and all inferior courts of the State of Nevada. United States District Court - Nevada.

**REFERENCES AND WRITING SAMPLES AVAILABLE
UPON REQUEST**

APPELLATE EXPERIENCE AND PUBLISHED DECISIONS:

1. Lippis v. Peters, 112 Nev. 1008, 921 P.2d 1248 (1994) (constitutionality of summary eviction; assisted in preparation of brief)
2. Wahwasuck v. Kansas Power & Light Co., 250 Kan. 606, 828 P.2d 923 (1992). (personal injury; prepared brief).
3. Lowe v. American Family Mutual Insurance Co., 1991 Kan.App. LEXIS 1052, unpublished opinion. (personal injury; uninsured motorist insurance issues; prepared brief and argued appeal).
4. Masters v. Daniel International Corporation, 895 F.2d 1295 (10th Cir. 1990), vac. and remanded, 496 U.S. 933, 110 S.Ct. 3208, 110 L.Ed.2d 656 (1990), on remand, 917 F.2d 455 (10th Cir. 1990). (retaliatory discharge, federal preemption; prepared brief and argued appeal in Tenth Circuit; prepared brief in U.S. Supreme Court).
5. Willoughby v. Willoughby, 758 F.Supp. 646 (D.Kan. 1990) (life insurance, change of beneficiary, divorce, restraining order, summary judgment granted).
6. Mason v. Coker, 1989 Kan.App. LEXIS 661, unpublished opinion. (personal injury; prepared brief).
7. Duncan v. City of Osage City, 13 Kan.App.2d 364, 770 P.2d 843 (1989). (worker's compensation; co-authored brief and argued appeal).
8. Bridges v. Bentley, 244 Kan. 434, 769 P.2d 635 (1989). (personal injury; co-counsel at trial, prepared brief and argued appeal; \$1 million verdict).
9. Tomlinson v. Celotex Corp., 244 Kan. 474, 770 P.2d 825 (1989). (personal injury, asbestos, statute of limitations; assisted in preparation of brief and argued appeal).
10. Patterson v. Hartford Accident and Indemnity Co., Case No. 88-1107, 10th Cir., per curiam, 6/23/89. (insurance policy coverage, premises liability; co-authored brief).
11. Menne v. Celotex Corp., 861 F.2d 1453 (10th Cir. 1988). (personal injury, asbestos; co-authored brief).
12. Patrons Mut. Ins. Ass'n v. Harmon, 240 Kan. 707, 732 P.2d 741 (1987). (interpretation of homeowner's insurance policy; prepared brief and argued appeal).
13. Bowers v. Ottenad, 240 Kan. 208, 729 P.2d 1103 (1986). (personal injury, premises liability; prepared KTLA amicus curiae brief successfully urging adoption of active negligence exception to status classifications of premises liability).

14. Mercer v. Fritts, 9 Kan.App.2d 150 (1984), aff'd, 236 Kan. 73, 689 P.2d 774 (1984). (personal injury, urged rejection of status classifications of premises liability or adoption of active negligence exception; prepared both briefs and argued both appeals).
15. Unified School Dist. No. 503 v. McKinney, 236 Kan. 224, 689 P.2d 860, 21 Ed.Law Rep. 353 (1984). (violation of teacher's constitutional rights by school board; prepared brief and argued appeal).
16. Hanna v. Huer, Johns, Neel, Rivers and Webb, 233 Kan. 206, 662 P.2d 243 (1983). (personal injury, architect liability; co-authored brief).
17. Griffin v. Rogers, 232 Kan. 168, 653 P.2d 463 (1982). (liability of State, sheriff and contractor arising out of capsizing of Whipporwill showboat; co-authored brief).
18. Halpin v. Frankenberger, 231 Kan. 344, 644 P.2d 452 (1982). (subrogation and contribution rights of co-guarantor; prepared brief).
19. Hardin v. Manitowoc-Forsythe Corp., 691 F.2d 449 (10th Cir. 1982). (personal injury product liability; procedural issues involving phantom parties under Kansas comparative negligence; prepared brief and argued appeal).
20. Greenwood v. McDonough Power Equipment, Inc., 687 F.2d 338 (10th Cir. 1982), rev'd, 464 U.S. 548, 104 S.Ct. 845, 78 L.Ed.2d 663 (1984), rehearing, 731 F.2d 690 (1984). (personal injury, product liability; prepared briefs in Tenth Circuit and United States Supreme Court and argued appeal in Tenth Circuit).
21. Viestenz v. Fleming Companies, Inc., 687 F.2d 338 (10th Cir. 1982). (F.L.S.A. preemption of employee's suit against employer; prepared brief and argued appeal).
22. Vogel v. Missouri Valley Steel, Inc., 229 Kan. 492, 625 P.2d 1123 (1981). (service of process on dissolved corporation; co-authored brief and argued appeal).
23. Temmen v. Kent-Brown Chevrolet Co., 227 Kan. 45, 605 P.2d 95 (1980). (payment of wages; prepared KTLA amicus curiae brief).
24. State, ex rel., v. Hill, 223 Kan. 425, 573 P.2d 1078 (1978). (unauthorized practice of law; worked on brief as law clerk).
25. Pauley v. Gross, 1 Kan.App.2d 736, 574 P.2d 234 (1977), rev'd den., 225 Kan. 845 (1978). (denial of bail and detention of a juvenile; prepared KTLA amicus curiae brief as law clerk).

EXHIBIT 6

UNITED STATES DISTRICT COURT

for the
District of NevadaMARIA TREJO DE ZAMORA and,
ISELA GOMEZ-DEHINES
v.
AUTO GALLERY, INC.

Case No.: 2:12-cv-01357-MMD-CWH

BILL OF COSTS

Judgment having been entered in the above entitled action on 04/28/2014 against AUTO GALLERY, INC.,
Date

the Clerk is requested to tax the following as costs:

Fees of the Clerk	\$ 350.00
Fees for service of summons and subpoena	40.00
Fees for printed or electronically recorded transcripts necessarily obtained for use in the case	0.00
Fees and disbursements for printing	0.00
Fees for witnesses (itemize on page two)	0.00
Fees for exemplification and the costs of making copies of any materials where the copies are necessarily obtained for use in the case.	0.00
Docket fees under 28 U.S.C. 1923	0.00
Costs as shown on Mandate of Court of Appeals	0.00
Compensation of court-appointed experts	0.00
Compensation of interpreters and costs of special interpretation services under 28 U.S.C. 1828	0.00
Other costs (please itemize)	0.00
TOTAL	\$ 390.00

SPECIAL NOTE: Attach to your bill an itemization and documentation for requested costs in all categories.

Declaration

I declare under penalty of perjury that the foregoing costs are correct and were necessarily incurred in this action and that the services for which fees have been charged were actually and necessarily performed. A copy of this bill has been served on all parties in the following manner:



Electronic service



First class mail, postage prepaid



Other: _____

s/ Attorney: /s/ Michael JoeName of Attorney: Michael Joe, Esq.For: MARIA TREJO DE ZAMORA and, ISELA GOMEZ-DEHINES, Plaintiffs
*Name of Claiming Party*Date: 05/28/2014

Taxation of Costs

Costs are taxed in the amount of _____ and included in the judgment.

By: _____

*Clerk of Court**Deputy Clerk**Date*

Ordinarily, the entry of judgment may not be delayed, nor the time for appeal extended, in order to tax costs or award fees. But if a timely motion for attorney's fees is made under Rule 54(d)(2), the court may act before a notice of appeal has been filed and become effective to order that the motion have the same effect under Federal Rule of Appellate Procedure 4(a)(4) as a timely motion under Rule 59.